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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): January 23, 2020**

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**KALEYRA, INC.**

(Exact Name of Registrant as Specified in Charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-38320**  
(Commission  
File Number)

**82-3027430**  
(IRS Employer  
Identification No.)

**Via Marco D'Aviano, 2, Milano MI, Italy**  
(Address of Principal Executive Offices)

**20131**  
(Zip Code)

**+39 02 288 5841**  
(Registrant's telephone number, including area code)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbols	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	KLR	NYSE American LLC
Warrants, at an exercise price of \$11.50 per share of Common Stock	KLR WS	NYSE American LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01 Entry into a Material Definitive Agreement.**

***Amendments to Forward Share Purchase Agreements with Greenhaven and Kepos***

As previously disclosed on the Current Report on Form 8-K (“Current Report”) filed by Kaleyra, Inc. (f/k/a GigCapital, Inc.), a Delaware corporation (the “Company”), filed with the Securities and Exchange Commission (the “SEC”) on September 27, 2019, the Company entered into a Forward Share Purchase Agreement, dated as of September 27, 2019, with Greenhaven Capital Fund 1, LP (“Greenhaven Fund 1”) and Greenhaven Road Capital Fund 2, LP (“Greenhaven Fund 2”) and together with Greenhaven Fund 1, “Greenhaven”), as subsequently amended by Amendment No. 1 to the Forward Purchase Agreement dated as of October 3, 2019 and by Amendment No. 2 to the Forward Purchase Agreement dated as of December 13, 2019 (the “Greenhaven Forward Share Purchase Agreement”). As previously disclosed on the Current Report filed by the Company with the SEC on October 2, 2019, the Company entered into a Forward Share Purchase Agreement, dated as of October 1, 2019, with Kepos Alpha Master Fund L.P. (“Kepos”), as subsequently amended by Amendment No. 1 to the Forward Share Purchase Agreement dated as of October 2, 2019 and by Amendment No. 2 to the Forward Share Purchase Agreement dated as of December 13, 2019 (the “Kepos Forward Share Purchase Agreement” and together with the Greenhaven Forward Share Purchase Agreement, the “Forward Share Purchase Agreements”). Pursuant to the terms of the Forward Share Purchase Agreement, Greenhaven and Kepos may sell its respective shares of the Company’s common stock, par value \$0.0001 per share (the “Common Stock”), in the open market, at its sole discretion, as long as the sales price is above \$8.50 per share. As of the close of the Company’s previously announced business combination with Kaleyra S.p.A, which occurred on November 25, 2019, Greenhaven and Kepos held 996,195 and 195,847 shares of Common Stock, respectively (the “Subject Shares”).

Prior to January 23, 2020, Greenhaven sold 47,232 shares on the open market at a price of at least \$8.50 per share (the “Previously Sold Greenhaven Shares”). On January 23, 2020, the Company entered into Amendment No. 3 to the Greenhaven Forward Share Purchase Agreement (the “Greenhaven Amendment”). The Greenhaven Amendment provides that Greenhaven has the right to put its Subject Shares to the Company on the following dates and at the following purchase price: (i) \$11.00 per Share for up to 248,963 Shares to be sold to the Company on February 21, 2020; and (ii) \$11.70 per Share for the next 700,000 Shares to be sold to the Company on August 30, 2020. Greenhaven may continue to sell its Subject Shares in the open market, at its sole discretion, as long as the sales price is above \$8.50 per share. On February 21, 2020, the Company shall pay Greenhaven an amount equal to (A) the number of Shares (including any Additional Shares and the Previously Sold Greenhaven Shares) sold by Greenhaven in the open market prior to February 21, 2020 multiplied by (B) the amount by which \$11.00 exceeds the sale price per Share. On August 30, 2020, the Company shall pay Greenhaven an amount equal to (1) the number of Shares (including any Additional Shares) sold by Greenhaven in the open market between February 21, 2020 and August 30, 2020 multiplied by (2) the amount by which \$11.70 exceeds the sale price per Share.

On January 23, 2020, the Company entered into Amendment No. 3 to the Kepos Forward Share Purchase Agreement (the “Kepos Amendment”). The Kepos Amendment provides that Kepos has the right to put its Subject Shares to the Company on April 1, 2020 at a purchase price of: (i) \$10.92 per Share for the first 102,171 Shares sold to the Company; and (ii) \$10.71 per Share for the next 93,676 Shares sold to the Company (collectively, the “Kepos Share Purchase Price”). In the event the closing occurs after April 1, 2020, the Kepos Share Purchase Price shall increase by 1% per full month until the closing date. Kepos may elect, in its sole and absolute discretion, to extend the date on which it exercises its put right in increments of one full calendar month. The Kepos Amendment further provides that Kepos may sell its Subject Shares in the open market, at its sole discretion, as long as the sales price is above \$8.50 per share. In the event that Kepos sells any Shares (including and Additional Shares) at a sale price of less than \$10.92 per Share for the first 102,171 Shares and \$10.71 per Share for the next 93,676 Shares, the Company shall pay Kepos an amount equal to (A) the number of Shares (including any Additional Shares) sold multiplied by (B) the amount by which \$10.92 or \$10.71, as applicable, exceeds the sale price per Share. Should the Company fail to make this payment, the Company shall, without prejudice or limitation to any other remedies available to Kepos in law or equity, pay a penalty on such amount due at the rate of 18% per annum from the due date until the date of payment in full.

The foregoing description is only a summary of the Greenhaven Amendment and Kepos Amendment, and is qualified in its entirety by reference to the full text of the amendments, which are filed as Exhibits 10.1 and 10.2 hereto, and are incorporated herein by reference. The Greenhaven Amendment and Kepos Amendment are included as exhibits to this Current Report in order to provide investors and security holders with material information regarding the terms of the Amendments. The Greenhaven Amendment and Kepos Amendment are not intended to provide any other factual information about or the Company, Greenhaven or Kepos.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

<u>Exhibit Number</u>	<u>Description</u>
10.1	<a href="#"><u>Amendment No. 3 to Forward Share Purchase Agreement, dated January 23, 2020, by and among Kaleyra, Inc., Greenhaven Road Capital Fund 1, LP, and Greenhaven Road Capital Fund 2, LP.</u></a>
10.2	<a href="#"><u>Amendment No. 3 to Forward Share Purchase Agreement, dated January 23, 2020, by and between Kaleyra, Inc. and Kepos Alpha Master Fund L.P.</u></a>

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: January 24, 2020

By: /s/ Dario Calogero  
Name: Dario Calogero  
Title: Chief Executive Officer and President

**AMENDMENT NO. 3 TO FORWARD SHARE PURCHASE AGREEMENT**

This Amendment No. 3 to Forward Share Purchase Agreement (this “Amendment”) is entered into as of January 23, 2020 (the “Effective Date”), by and among Kaleyra, Inc. (f/k/a GigCapital, Inc.), a Delaware corporation (the “Company”), Greenhaven Road Capital Fund 1, LP, a Delaware limited partnership (“Greenhaven Fund 1”), and Greenhaven Road Capital Fund 2, LP, a Delaware limited partnership (“Greenhaven Fund 2” and together with Greenhaven Fund 1, “Greenhaven”). All capitalized terms used herein and not defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

**Recitals**

WHEREAS, the Company and Greenhaven desire to amend the Forward Stock Purchase Agreement (the “Purchase Agreement”), dated September 27, 2019, as amended on October 3, 2019 and December 13, 2019, as provided below.

NOW, THEREFORE, in consideration of the premises, representations, warranties and the mutual covenants contained in this Amendment, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**Agreement****1. Amendment to Purchase Agreement.**

- a. Section 1.a. of the Purchase Agreement is hereby amended and restated in its entirety as follows:
 

“a. Forward Share Purchase. Subject to the conditions set forth in Section 4, Greenhaven shall sell and transfer to the Company, and the Company shall purchase from Greenhaven, that number of Shares that the Rights (including the Additional Rights (as defined below)) convert into upon the closing of the Business Combination at the following purchase price: (1) \$11.00 per Share for the 248,963 Shares sold to the Company on February 21, 2020; and (2) \$11.70 per Share for the next 700,000 Shares held by Greenhaven sold to the Company on August 30, 2020 (collectively, the “Share Purchase Price”).”
- b. Section 1.b of the Purchase Agreement is hereby amended and restated in its entirety as follows:
 

“b. Closing. The Company shall purchase the applicable Shares (including the Additional Shares (as defined below)) pursuant to Section 1.a. on February 21, 2020 or August 30, 2020 (each, a “Closing Date”). No later than two Business Days before the applicable Closing Date, Greenhaven shall deliver a written notice to the Company specifying the number of Shares the Company is required to purchase, the aggregate Share Purchase Price and instructions for wiring the Share Purchase Price to Greenhaven (the “Purchase Notice”). The closing of the sale of the Shares (the “Closing”) shall occur on the applicable Closing Date. On the applicable Closing Date, Greenhaven shall deliver the Shares (including the Additional Shares) to the Company’s transfer agent, Continental Stock Transfer & Trust Company (“CST”), via a medallion guaranteed stock power, and the Company will submit a written instruction letter to CST directing CST to accept receipt of the applicable Shares. The Company will pay the Share Purchase Price via wire transfer of immediately available funds to the accounts designated by Greenhaven on the applicable Closing Date. For purposes of this Agreement, “Business Day” means any day, other than a Saturday or a Sunday, that is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close in San Francisco, California.
- c. Section 4.c. of the Purchase Agreement is hereby amended and restated in its entirety as follows:
 

c. Open Market Sale. Notwithstanding anything to the contrary herein, the parties agree that Greenhaven shall, for the period commencing on the Effective Date and continuing until February 21, 2020, have the right but not the obligation to sell its Shares that the Rights convert into in the open market if the sale price exceeds \$8.50 per Share. The parties

acknowledge and agree that prior to the Effective Date, Greenhaven has previously sold in the open market 47,232 Shares (the "Previously Sold Shares"). Upon the Company's written request, Greenhaven shall inform the Company of the number of Shares (including any Additional Shares) that were sold in the open market prior to February 21, 2020 as well as the date of such sales and confirmation that the sale price per Share was greater than \$8.50. On February 21, 2020, the Company shall pay Greenhaven in accordance with Greenhaven's written instructions an amount equal to (x) the sum of (I) the number of Shares (including any Additional Shares) sold by it pursuant to this Section 4.c plus (II) the Previously Sold Shares, multiplied by (y) the amount by which \$11.00 exceeds the sale price per Share. With respect to the Shares (including any Additional Shares) held by Greenhaven after February 21, 2020 and before August 30, 2020, Greenhaven shall have the right but not the obligation to sell such Shares (including any Additional Shares) in the open market if the sale price exceeds \$8.50 per Share. Upon the Company's written request, Greenhaven shall inform the Company of the number of Shares (including any Additional Shares) that were sold in the open market after February 21, 2020 and before August 30, 2020 as well as the date of such sales and confirmation that the sale price per Share was greater than \$8.50. On August 30, 2020, the Company shall pay Greenhaven in accordance with Greenhaven's written instructions an amount equal to (A) the number of Shares (including any Additional Shares) sold between February 21, 2020 and August 30, 2020 multiplied by (B) the amount by which \$11.70 exceeds the sale price per Share."

2. **Effect of Amendment.** Except as specifically set forth in this Amendment, all the terms, conditions and covenants set forth in the Purchase Agreement shall remain unmodified and in full force and effect and are ratified in all respects.

3. **General Provisions.**

a. After the effective date of this Amendment, any reference to the Purchase Agreement shall mean the Purchase Agreement as supplemented by this Amendment. Notwithstanding anything to the contrary in the Purchase Agreement, in the event of a conflict between the terms and conditions of this Amendment and those contained within the Purchase Agreement, the terms and conditions of this Amendment shall prevail.

b. By signing below, each of the signatories hereto represent that they have the authority to execute this Amendment and to bind the party on whose behalf this Amendment is executed.

c. This Amendment may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to be effective as of the date first set forth above.

**GREENHAVEN:**

Greenhaven Road Capital Fund 1, LP,

By: /s/ Scott Miller \_\_\_\_\_

Name: Scott Miller

Title: Authorized Person

Address: 8 Sound Shore Drive, Suite 190, Greenwich CT 06830

Greenhaven Road Capital Fund 2, LP

By: /s/ Scott Miller \_\_\_\_\_

Name: Scott Miller

Title: Authorized Person

Address: 8 Sound Shore Drive, Suite 190, Greenwich CT 06830

**COMPANY:**

Kaleyra, Inc.

By: /s/ Dario Calogero \_\_\_\_\_

Name: Dario Calogero

Title: Chief Executive Officer and President

*[Signature Page to Amendment No. 3 to Forward Share Purchase Agreement]*

**AMENDMENT NO. 3 TO FORWARD SHARE PURCHASE AGREEMENT**

This Amendment No. 3 to Forward Share Purchase Agreement (this "Amendment") is entered into as of January 23, 2020, by and among Kaleyra, Inc. (f/k/a GigCapital, Inc.), a Delaware corporation (the "Company"), Kepos Alpha Master Fund L.P., a Cayman Islands limited partnership ("KAF"). All capitalized terms used herein and not defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

**Recitals**

WHEREAS, the Company and KAF desire to amend the Forward Stock Purchase Agreement (the "Purchase Agreement"), dated October 1, 2019, as amended on October 2, 2019 and December 13, 2019 as provided below.

NOW, THEREFORE, in consideration of the premises, representations, warranties and the mutual covenants contained in this Amendment, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**Agreement**

1. **Correction of Entity Name.** The correct entity name for KAF is Kepos Alpha Master Fund L.P., not Kepos Alpha Fund L.P.

2. **Amendment to Purchase Agreement.**

a. Section 1.a. of the Purchase Agreement is hereby amended and restated in its entirety as follows:

"a. **Forward Share Purchase.** Subject to the conditions set forth in Section 4, KAF shall sell and transfer to the Company, and the Company shall purchase from KAF, that number of Shares that the Rights (including the Additional Rights (as defined below)) convert into upon the closing of the Business Combination at the following purchase price: (1) \$10.92 per Share for the first 102,171 Shares sold to the Company; and (2) \$10.71 per Share for the next 93,676 Shares sold to the Company (collectively, the "Share Purchase Price"). In the event the Closing occurs after April 1, 2020, the Share Purchase Price shall increase by 1% per full month until the Closing Date."

b. Section 1.b. of the Purchase Agreement is hereby amended and restated in its entirety as follows:

"b. **Closing.**

i. The Company shall purchase the Shares (including the Additional Shares (as defined below)) on April 1, 2020 or such later date as may be determined in accordance with Section 1.b.ii. below (the "Closing Date"). No later than two Business Days before the Closing Date, KAF shall deliver a written notice to the Company specifying the number of Shares the Company is required to purchase, the aggregate Share Purchase Price and instructions for wiring the Share Purchase Price to KAF (the "Purchase Notice"). The closing of the sale of the Shares (the "Closing") shall occur on the Closing Date. On the Closing Date, KAF shall deliver the Shares (including the Additional Shares) to the Company's transfer agent, Continental Stock Transfer & Trust Company ("CST"), via a medallion guaranteed stock power, and the Company will submit a written instruction letter to CST directing CST to accept receipt of the applicable Shares. The Company will pay the Share Purchase Price via wire transfer of immediately available funds to the accounts designated by KAF on the applicable Closing Date. For purposes of this Agreement, "Business Day" means any day, other than a Saturday or a Sunday, that is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close in San Francisco, California.

ii. In its sole and absolute discretion, KAF may elect to defer the Closing Date one calendar month at a time by giving written notice to the Company; provided, that should KAF fail to deliver the Purchase Notice, the Closing Date shall automatically be rolled to the subsequent month. For purposes of illustration only, KAF may elect to defer April 1, 2020 Closing Date to May 1, 2020 Closing Date by giving the Company written notice no later than March 30, 2020 or by failing to deliver the Purchase Notice by March 30, 2020, and the Closing Date may subsequently be deferred.”

b. Section 4.c. of the Purchase Agreement is hereby amended and restated in its entirety as follows:

“c. **Open Market Sale.** Notwithstanding anything to the contrary herein, the parties agree that KAF shall after the closing of the Business Combination have the right but not the obligation to sell any or all of its Shares that the Rights convert into in the open market if the share price equals or exceeds \$8.50 per Share. In furtherance of the foregoing, KAF shall have the right to sell such Shares at any time provided that the price received by KAF (not including any commissions due by KAF for the sale) is at least \$8.50. In the event that KAF sells any Shares (including and Additional Shares), as provided in this Section 4.c., at a sale price of less than \$10.92 per Share for the first 102,171 Shares and \$10.71 per Share for the next 93,676 Shares, it shall provide notice to the Company within three (3) Business Days of such sale, and such notice shall include the date of the sale, the number of Shares sold, and confirmation that the sale price per Share was greater than \$8.50, and the Company shall pay KAF, no later than five (5) Business Days after its receipt of the notice, in accordance with KAF’s written instructions an amount equal to (x) the number of Shares (including any Additional Shares) sold multiplied by (y) the amount by which \$10.92 or \$10.71, as applicable, exceeds the sale price per Share. Should the Company fail to make the payment required under this Section 4.c., the Company shall, without prejudice or limitation to any other remedies available to KAF in law or equity, pay a penalty on such amount due at the rate of 18% per annum from the due date until the date of payment in full.”

3. **Effect of Amendment.** Except as specifically set forth in this Amendment, all the terms, conditions and covenants set forth in the Purchase Agreement shall remain unmodified and in full force and effect and are ratified in all respects.

4. **General Provisions.**

a. After the effective date of this Amendment, any reference to the Purchase Agreement shall mean the Purchase Agreement as supplemented by this and all prior Amendments. Notwithstanding anything to the contrary in the Purchase Agreement, in the event of a conflict between the terms and conditions of this Amendment and those contained within the Purchase Agreement or previous amendments, the terms and conditions of this Amendment shall prevail.

b. By signing below, each of the signatories hereto represent that they have the authority to execute this Amendment and to bind the party on whose behalf this Amendment is executed.

c. This Amendment may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to be effective as of the date first set forth above.

**KAF:**

Kepos Alpha Master Fund L.P.

By: Kepos Capital LP, its Investment Manager

By: /s/ Simon Raykher

Name: Simon Raykher

Title: Authorized Person

**COMPANY:**

Kaleyra, Inc.

By: /s/ Dario Calogero

Name: Dario Calogero

Title: Chief Executive Officer and President

*[Signature Page to Amendment No. 3 to Forward Share Purchase Agreement]*