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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

**FORM 8-K**

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 20, 2017

**WRAP TECHNOLOGIES, INC.**

(Exact name of Registrant as specified in its Charter)

Delaware  
(State or other jurisdiction  
of incorporation)

000-55838  
(Commission File No.)

98-0551945  
(IRS Employer  
Identification No.)

4620 Arville Street, Suite. E, Las Vegas, Nevada 89103  
(Address of principal executive offices)

(800) 583-2652  
(Registrant's Telephone Number)

Not Applicable  
(Former name or address, if changed since last report)

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR 230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR 240.12b-2)

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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On November 20, 2017, the Board of Directors (the “*Board*”) of Wrap Technologies, Inc. (the “*Company*”) appointed Michael Parris as a Director of the Company, to serve until the next annual meeting of stockholders or until his successor is elected and qualified.

Mr. Parris, age 58, has been a partner at Perry Rogers Partners Inc., a sports management firm, since 1996, where he primarily oversees the SHAQ Brand and other strategic alliances. His role at Perry Rogers Partners encompasses business development, worldwide brand management, marketing and public relations. Prior to joining Perry Rogers Partners, Mr. Parris had a successful career in law enforcement with the Newark Police Department in Newark, New Jersey rising to the rank of Lieutenant. During his career in law enforcement, he worked and commanded several specialized units, including Homicide, Robbery, and Internal Affairs. Mr. Parris holds a Bachelor of Science degree in Business Management from the University of Phoenix.

There are no related party transactions between the Company and Mr. Parris that would require disclosure under Item 404(a) of Regulation S-K, nor are there any further arrangements or understandings in connection with the appointment of Mr. Parris to the Company's Board of Directors.

**Item 8.01 Other Events**

In connection with the Company's initial public offering that began on August 16, 2017, pursuant to the Company's effective Registration Statement on Form S-1 (File No. 333-217340) and the prospectus contained therein (the “*Offering*”), on November 20, 2017, each of the Company's executive officers, directors and certain other stockholders executed a lock-up agreement (the “*Lock-Up Agreement*”) on an aggregate of 17,750,524 shares of the Company's common stock, par value \$0.0001 per share (“*Common Stock*”) in order to (i) restrict each signator from selling or otherwise disposing of any shares of Common Stock currently held for a period of six-months (the “*Restrictive Period*”) and (ii) limit the number of shares of Common Stock that may be sold by each signator for the six-months after the Restriction Period to an amount equal 2% of the Company's prior five day average trading volume as reported on the OTC market as of the time of such sale. A form of Lock-Up Agreement is attached to this Current Report on Form 8-K is attached hereto as Exhibit 99.1.

As of the date of this Current Report on Form 8-K, 412,867 shares of Common Stock have been sold pursuant to the Offering, resulting in gross proceeds of \$619,300 to the Company, including \$60,000 subscribed by existing stockholders (including two officers/directors), and the Company has incurred approximately \$44,000 in expenses in connection with the Offering. The Company is using proceeds from the Offering for research and development costs associated with production of BolaWrap™100 components, sales and marketing expense, and general corporate expense. The Company may continue to sell shares of Common Stock under the Offering until August 15, 2018, unless the Company elects to terminate the Offering before such date. There is no assurance, however, that the Company will complete any future sales or receive additional proceeds from the Offering.

**Item 9.01 Financial Statements and Exhibits**

See Exhibit Index.

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**SIGNATURES**

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.

**WRAP TECHNOLOGIES, INC.**

Date: November 22, 2017

By: /s/ James A. Barnes  
James A. Barnes  
President and Chief Financial Officer

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**Exhibit Index**

*Exhibit No.*

*Description*

[99.1](#)

Form of Lock-Up Agreement, dated November 20, 2017.

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**LOCK-UP AGREEMENT**

This AGREEMENT (the "*Agreement*") is made as of the 20th day of November, 2017, by \_\_\_\_\_ ("*Holder*") in connection with his ownership of shares of Wrap Technologies, Inc., a Delaware corporation (the "*Company*").

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which consideration are hereby acknowledged, Holder agrees as follows:

1. Background.
  - a. Holder is currently the beneficial owner of \_\_\_\_\_ shares of the Common Stock, \$0.0001 par value, of the Company ("*Common Stock*") (the "*Shares*").
  - b. Holder acknowledges that the Company desires that: (i) the Shares be restricted for a period of six (6) months from the date hereof (the "*Restricted Period*"), and that such Shares be prevented from being sold during the Restricted Period, except in compliance with the terms of this Agreement, and (ii) for the six (6) months following the Restricted Period (the "*Limitation Period*") until the 12 month anniversary of the date hereof, the Holder will be limited to selling a total of that amount of Shares equal to 2% of the Company's prior 5 day average trading volume as reported on the OTC market as of the time of such sale.
2. Sale Restrictions. Holder hereby agrees that during the Restriction Period, the Holder will not sell, transfer or otherwise dispose of the Shares, other than in connection with an offer made to all stockholders of the Company in connection with merger, consolidation or similar transaction involving the Company. Holder further agrees that during the Limitation Period, the Holder may only sell a total of that number of Shares equal to 2% of the Company's issued and outstanding shares of Common Stock. Holder agrees and acknowledges that the Company is authorized to and the Company agrees to place "stop orders" on its books to prevent any transfer of the Shares in violation of this Agreement.
3. Miscellaneous.
  - a. At any time, and from time to time, after the signing of this Agreement Holder will execute such additional instruments and take such action as may be reasonably requested by the Purchasers to carry out the intent and purposes of this Agreement.
  - b. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.
  - c. The restrictions on transfer described in this Agreement are in addition to and cumulative with any other restrictions on transfer otherwise agreed to by the Holder or to which the Holder is subject to by applicable law.
  - d. This Agreement shall be binding upon Holder, its legal representatives, successors and assigns.
  - e. This Agreement may be signed and delivered by facsimile, electronically and such facsimile or electronically signed and delivered Agreement shall be enforceable.
  - f. The Company agrees not to take any action or allow any act to be taken which would be inconsistent with this Agreement.

**HOLDER**

\_\_\_\_\_

November 20, 2017

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