

Section 1: 8-K

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 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): **January 13, 2020**

BOXLIGHT CORPORATION

(Exact name of registrant as specified in its charter)

Nevada
(State of
Incorporation)

8211
(Primary Standard Industrial
Classification Code Number.)

46-4116523
(IRS Employer
Identification No.)

BOXLIGHT CORPORATION
1045 Progress Circle
Lawrenceville, Georgia 30043
(Address Of Principal Executive Offices) (Zip Code)

678-367-0809
(Registrant's Telephone Number, Including Area Code)

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:

- 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:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock \$0.0001 per share	BOXL	The Nasdaq Stock Market 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 [X]

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. []

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

On January 13, 2020, James Mark Elliott, the Chief Executive Officer and President of Boxlight Corporation (the “Company”), entered into an agreement with the Company (the “Elliott Employment Agreement”) to transition into a newly created part-time role of Chief Commercial Officer. As the Chief Commercial Officer, Mr. Elliott will focus on the Company’s global sales activities and will report to Harold Bevis, the Company’s newly appointed Chief Executive Officer. Mr. Elliott will also continue to serve as a member of our board of directors. Pursuant to the terms of the Elliott Employment Agreement, Mr. Elliott will receive a base salary of \$120,000, will be eligible to receive up to an additional \$50,000 cash bonus, at the discretion of the Company’s Chief Executive Officer, and will receive options to purchase 50,000 shares of the Company’s common stock, which stock options shall vest monthly over a one-year period. A copy of the Elliott Employment Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and any summary of its terms is subject to, and qualified in its entirety by, the full text of such document, which is incorporated herein by reference.

On January 13, 2020, Harold Bevis entered into an employment agreement (the “Bevis Employment Agreement”) with the Company pursuant to which Mr. Bevis will serve as the Company’s Chairman and Chief Executive Officer. Pursuant to the Bevis Employment Agreement, Mr. Bevis will receive a base salary of \$200,000 (the “Base Salary”). In addition to the Base Salary, Mr. Bevis will be eligible to receive a performance bonus of up to 100% of his Base Salary each year, payable in cash, based on his achievement of certain key performance indicators as determined by the Company’s board of directors. Mr. Bevis also received 506,355 restricted shares of the Company equal to 3.5% of the fully diluted outstanding shares of the company. The shares vest over a four-year period.

Prior to assuming the role of CEO and Chairman, Mr. Bevis served as an independent director of the Company since March 2018, giving him intimate knowledge and familiarity with the Company. Mr. Bevis brings with him more than 25 years of business leadership experience, including 15 years serving as a chief executive officer. Prior to joining the Company, from October 2017 until February 2019, Mr. Bevis served as president of OmniMax International, Inc., a portfolio of eight building products businesses that manufacture products for the home building, home improvement and RV/mobile home industries. From August 2012 until May 2017, Mr. Bevis was president and chief executive officer of Xerium Technologies, Inc., a global manufacturer of aftermarket products and services for customers serving packaging markets, paper markets, building materials markets and disposable products markets, among other things. Throughout his career, Mr. Bevis has led or directed a total of eight businesses in six different industries, with more than 150 operating facilities in 22 countries. Mr. Bevis received his MBA from Columbia Business School and his Bachelor of Science in industrial engineering from Iowa State University. He is a member of the National Association of Corporate Directors and has served on the boards of six companies. We believe Mr. Bevis’s vast experience and knowledge will add significant value as we grow and expand our business.

A copy of the Bevis Employment Agreement is filed as Exhibit 10.2 to this Current Report on Form 8-K and any summary of its terms are subject to, and qualified in its entirety by, the full text of such document, which is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On January 14, 2020, the Company issued a press release announcing Harold Bevis as Chairman and Chief Executive Officer. A copy of the press release is furnished herewith as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Amended and Restated Employment Agreement, dated January 13, 2020, between Boxlight Corporation and James Mark Elliott.</u>
10.2	<u>Employment letter, dated January 13, 2020, between Boxlight Corporation and Harold Bevis.</u>
99.1	<u>Press Release, dated January 14, 2020.</u>

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.

Dated: January 14, 2020

BOXLIGHT CORPORATION

By: /s/ Takesha Brown

Name: **Takesha Brown**

Title: **Chief Financial Officer**

Section 2: EX-10.1

Exhibit 10.1

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT (this “Agreement”), dated January 13, 2020 (the “Effective Date”), by and between **BOXLIGHT CORPORATION**, a Nevada corporation (the “Corporation”) and **JAMES MARK ELLIOTT**, an individual residing at 735 Brookline Trace, Alpharetta, GA 30022 (the “Employee”), hereby amends and restates the employment agreement between the Company and the employee, dated November 30, 2017 (the “Original Employment Agreement”).

WHEREAS, the Employee has served as the Company’s Chairman and Chief Executive Officer pursuant to the terms of the Original Employment Agreement; and

WHEREAS, it is now the desire of Employee to transition into the status of a half-time employee and serve as the chief commercial officer (“CCO”) of the Company, pursuant to which Employee will be responsible for the Company’s sales, commercial strategy and other duties as may be assigned to Employee from time to time by the Company’s Chief Executive Officer.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto intending to be bound hereby, it is hereinafter agreed as follows:

1. Term. The Corporation hereby employs the Employee, and the Employee hereby accepts employment, for term commencing on Effective Date hereof and, subject to earlier termination as provided in Section 5 hereof, continuing for the period commencing on the Effective Date through January 12, 2021 (the “Initial Term”); which Initial Term may be renewed or extended by mutual agreement of the Corporation and the Employee (such Initial Term, as the same may be so renewed or extended, being hereinafter sometimes called the “Term of Employment”). The Employee shall perform the services specified herein, all upon the terms and conditions hereinafter stated. This Agreement may be extended only upon the written consent of the parties hereto.

2. Duties and Responsibilities.

a. General. The Employee shall serve as the CCO of the Corporation, on a half-time basis and subject to the general direction and control of the Chief Executive Officer of the Corporation (the “CEO”). As CCO, the Employee shall have responsibility for the sales and commercial strategy of the Corporation, and shall be responsible for other duties related to the Business (as defined below) as may be assigned to Employee by the CEO from time to time.

b. Time. The Employee shall devote his professional and business time, attention and energy to the Business (as defined herein) of the Corporation on a half-time basis as necessary and appropriate to meet the requirements directed by the CEO and further the interests of the Corporation. As used herein, the term “Business” shall mean and include the development and selling of education products and services.

c. Business Opportunities. The Employee covenants and agrees that if, during the Term of Employment, the CEO shall access an investment or business opportunity that is directly related to the Business of the Corporation (a “Business Opportunity”), the Employee shall submit full details of such Business Opportunity to the Chief Executive Officer of the Corporation, and such Business Opportunity shall be the sole property of the Corporation.

3. Salary and Bonus.

a. Base Salary. During the period commencing on the Effective Date and ending January 12, 2021, the Corporation shall pay to the Employee a base salary (the “Base Salary”) at an annual rate of One Hundred Twenty Thousand (\$120,000) Dollars.

b. Bonuses. During the Term of Employment, the CEO shall evaluate the performance of the Employee and, if deemed appropriate by the CEO, the Executive shall be awarded an annual cash bonus in the amount of Fifty Thousand Dollars (\$50,000).

4. Incentive Awards and Fringe Benefits.

a. Stock Options. In addition to (and not in lieu of) the Base Salary, the Corporation shall grant to the Employee options (vesting in equal monthly installments over a one-year period commencing on January 13, 2020 (the "Grant Date"), entitling the Employee to purchase shares of Common Stock of the Corporation which shall represent Fifty Thousand (50,000) shares, pursuant to the Corporation's 2014 Stock Incentive Plan (the "2014 Plan"). The exercise price for each of the stock option grants will be the closing market price on the grant date. Upon termination, the Employee has one year from the termination date to exercise any vested options.

b. Benefit Plans. In addition to the other compensation payable to the Employee hereunder, and except as otherwise set forth herein, the Employee shall be eligible to participate in all pension, profit sharing, retirement savings plan, 401K or other similar benefit, medical, disability and other employee benefit plans and programs generally provided by the Corporation to its senior staff from time to time hereafter (other than those provided pursuant to separately negotiated individual employment agreements or arrangements), subject to, and to the extent the Employee is eligible for the respective terms of such benefit plans and programs.

c. Expenses. During the Term of Employment, the Corporation shall pay or reimburse the Employee, upon submission of appropriate documentation by him, for all out-of-pocket expenses for entertainment, travel, meals, hotel accommodations, office expenses and the like incurred by him in the interest of the Business.

d. Insurance. During the Term of Employment, the Employee shall be entitled to participate in any group insurance plan, including health insurance, term life insurance, and disability insurance policies (collectively, the "Corporation Plans") from time to time maintained by the Corporation; provided that such insurance can be obtained on economically reasonable terms. The Corporation agrees to pay or reimburse the full amount of Employee's premiums for disability, accident, death and dismemberment and/or life insurance coverage in the Corporation Plans. Should the Corporation not have an applicable Corporation Plan, the Employee shall be reimbursed for any economically reasonable health and welfare insurance premiums paid by the Employee.

5. Termination; Change of Control.

a. Death. If the Employee shall die prior to the expiration of the Term of Employment, the Corporation shall have no further obligation hereunder, other than to the Employee or his estate except to pay to the Employee's estate the amount of the Employee's Base Salary accrued to the date of his death. Such payment shall be made promptly after the date of death to the Employee's estate.

b. Disability. If prior to the expiration of the Term of Employment, the Employee shall be prevented, during a continuous period of ninety (90) days (the "Disability Period"), from performing his duties by reason of "disability," the Corporation may terminate this Agreement, in which event the Employee shall receive: (i) his Base Salary accrued to the date upon which any determination of disability shall have been made as hereinafter provided, and continuing until the date on which disability income payments commence under the Company's long term disability plan (or the beginning of Social Security disability income, if sooner), which Base Salary payment may be reduced by the amount of any disability income payments the Employee may receive in connection with such occurrence of disability during the Disability Period under any policy or plan carried or maintained by or on behalf of the Corporation and under which the Employee is a beneficiary or participant. The Employee shall continue to have the right to receive the greater of his Current Benefits, or benefits, if any, under any Corporation Plans, but only in accordance with the terms of such plan or policy as they apply to persons whose employment has been terminated as a result of an employee's permanent disability. Such payments shall be made to the Employee in accordance with its normal payroll policies and schedule.

For purposes of this Agreement, the Employee shall be deemed to have become disabled when the Corporation (excluding the Executive or any of his affiliates), upon the diagnosis of a reputable, licensed physician of the Corporation's choice, in consultation with the Employee's primary physician, shall have determined that the Employee shall have become unable to perform his duties under this Agreement, whether due to physical or mental incapacity or to infirmity caused by chronic alcoholism or drug use (excluding infrequent and temporary absences due to ordinary illness); provided that such incapacity shall have continued uninterrupted for a period of not less than ninety (90) days.

c. Cause. Notwithstanding any other provision of this Agreement, if prior to the expiration of the Term of Employment, the Corporation shall have the right to discharge the Employee “for Cause,” as defined below, then this Agreement shall terminate effective upon such discharge, and upon such termination, neither the Corporation nor any other member of the Corporation shall have any further obligation to the Employee or his estate, except that the Corporation will cause the Corporation to pay to the Employee, within thirty (30) days of such termination, or in the event of his subsequent death, his estate, an amount equal to the Employee’s Base Salary, as provided in Section 3 hereof, accrued to the date of termination. In addition, the Employee shall not, after the date of termination, be entitled to receive any further Current Benefits, or other benefits, if any, under any Corporation Plans. In the event of termination of the Employee’s employment for Cause, neither the Corporation nor any member of the Corporation shall be obligated to pay, and the Employee shall not be entitled to receive, any Bonus.

For the purposes hereof, the term “Cause” shall mean and be limited to a discharge resulting from any one of the following:

(i) the Employee’s conviction of a felony or any other crime involving moral turpitude,

(ii) a breach by the Employee of his fiduciary duties to the Corporation as specified herein, or

(iii) the Employee’s failure or refusal to follow the lawful policies or directives established by the Chief Executive Officer; provided that in the case of clauses (ii) or (iii) above, the Company shall have first given written notice thereof to the Employee on each occasion describing in reasonable detail of the alleged breach, failure or refusal, and such breach or willful failure or refusal to follow written lawful policies or directives shall remain uncured for a period of sixty (60) days following receipt of each such notice.

d. Termination Without Cause. Notwithstanding anything to the contrary, express or implied, contained in this Agreement, the Corporation may terminate the employment of the Employee at any time without Cause (a “Non-Cause Termination”); provided that the Corporation shall pay to the Employee severance pay equal to Twelve (12) months of the Base Salary then in effect (the “Severance Payment”), payable in equal monthly installments over the twelve month period following such Non-Cause Termination.

e. Other Reasons for Termination.

The Employee may terminate this Agreement prior to the end of the Term of Employment either (A) upon thirty (30) days written notice with Good Reason (“Termination With Good Reason”), or (B) for any or no reason by providing three (3) months’ advance written notice is given by the Employee to the Corporation.

As used herein, the term “Termination for Good Reason” shall mean: (a) a material reduction in the scope of the Employee’s title, authority, duties or responsibilities in effect as of the Effective Date, which reduction is not remedied by the Corporation within thirty (30) days after notification to the Corporation containing a reasonably detailed description of such reduction; (b) the Corporation’s breach of any material obligation owed to the Employee under this Agreement, including any Base Salary or; provided that the Employee has given the Corporation notice thereof describing in reasonable detail the alleged breach or failure, and the Corporation has failed to cure such breach or failure within a period of thirty (30) days following receipt of such notice.

In the event of a Termination Without Cause initiated by the Employee, the Corporation shall pay to the Employee, or in the event of his death, to his estate, the amount of the Employee’s Base Salary accrued to the date of termination. In the event of a Termination With Good Reason initiated by the Employee, the Corporation shall additionally pay to the Employee one full year’s Base Salary. The amounts set forth in this Section 5e shall be paid in full within thirty (30) days of the date of termination of employment.

6. Certain Covenants of the CCO

a. **Confidential Information.** The Employee acknowledges that in the course of his employment with the Corporation he may receive certain information, knowledge and data concerning the Business of the Corporation and its affiliates or pertaining to any individual, firm, corporation, partnership, joint venture, business, organization, entity or other person which the Corporation may do business with during the Term of Employment, which is not in the public domain, including but not limited to trade secrets, employee records, names and lists of suppliers and customers, programs, statistics, processes, techniques, pricing, marketing, software and designs, or any other matters, and all other confidential information of the Corporation and its affiliates acquired in connection with your employment (hereinafter referred to collectively as "**Confidential Information**"), which the Corporation and its affiliates desire to protect. The Employee understands that such Confidential Information is confidential, and he agrees not to reveal or disclose or otherwise make accessible such Confidential Information to anyone outside of the Corporation or any affiliate and their respective officers, employees, directors, consultants or agents, so long as the confidential or secret nature of such Confidential Information shall continue, whether or not he is employed by the Corporation, except as may be required by law, regulation or court order.

b. **Return of Information.** At such time as the Employee shall cease to be employed by the Corporation or the Corporation for whatever reason or at any other time the Corporation may reasonably request, he shall promptly deliver and surrender to the Corporation all papers, memoranda, notes, records, reports, sketches, specifications, designs and other documents, writings (and all copies thereof), and other property produced by him or coming into his possession by or through his employment hereunder and relating to the Confidential Information referred to in this **Section 6** or otherwise to the Business, and the Employee agrees that all such materials will at all times remain the property of the Corporation.

c. **Non-Competition Agreement.** Employee acknowledges that the agreements and covenants contained in this Section 6(c) are essential to protect the business, goodwill, trade secrets and confidential information of the Corporation and are appropriate in scope and the Business is conducted globally (the "**Territory**"). The Employee covenants and agrees that during the period commencing on the Effective Date and ending on the earlier of the Employee's termination of employment for Good Reason or the second (2nd) anniversary following Employee's termination of employment by the Company Without Cause or by the Employee without Good Reason (the "**Restricted Period**"), Employee shall not, directly or indirectly, (i) engage in any related business activity in the Territory that competes with the Business; (ii) render any services to any person for use in competing with the Corporation in connection with the Business in the Territory; or (iii) have an interest in any person engaged in any business that competes with the Corporation in connection with the Business in the Territory, directly or indirectly, in any capacity, including as a partner, member, officer, director, manger, principal, agent, trustee or consultant or any other relationship or capacity; provided, however, that each Restricted Party may own, directly or indirectly, solely as an investment, securities of any Person which are publicly traded if such Restricted Party (A) is not a controlling person of, or a member of a group which controls, such person and (B) does not, directly or indirectly, own 5% or more of any class of securities of such Person; or (iv) interfere with business relationships (whether formed heretofore or hereafter) between Buyer or any of its Affiliates and customers, suppliers or prospects of the Business.

d. **Agreement Not to Solicit.** For so long as the Employee shall be employed with the Corporation and for a period of two (2) years following the termination of this Agreement for any reason, the Employee agrees that he will not, either directly or indirectly, through any person, firm, association, corporation, partnership, agency or other business entity or person with which he is now or may hereafter become associated, (i) cause or induce any present or future employee of the Corporation to leave the employ of the Corporation or any affiliate to accept employment with the Employee or with such person, firm, association or corporation, agency or other business entity or (ii) solicit any person or entity which is a customer of the Corporation for the purpose of directly or indirectly furnishing services competitive with the Corporation.

e. **Scope.** It is expressly agreed that if any restrictions set forth in this **Section 6** are found by any court having jurisdiction to be unreasonable because they are too broad in any respect, then and in each such case, the remaining restrictions herein contained shall, nevertheless, remain effective, and this Agreement, or any portion thereof, shall be considered to be amended so as to be considered reasonable and enforceable by such court, and the court shall specifically have the right to restrict the business or geographical scope of such restrictions to any portion of the business or geographic areas described above to the extent the court deems such restriction to be necessary to cause the covenants to be enforceable, and in such event, the covenants shall be enforced to the extent so permitted.

f. Specific Performance. The Employee acknowledges that a remedy at law for any breach or attempted breach of Section 6 of this Agreement may be inadequate, agrees that the Corporation shall be entitled to seek specific performance and injunctive and other equitable relief in case of any such breach or attempted breach, and further agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or any other equitable relief.

7. Indemnification. Throughout the Term of Employment, the Corporation hereby agrees to maintain officers and directors' liability insurance with one or more recognized insurance carriers and to cover the Employee under all of such policies and to provide indemnity to the Employee, in his capacity described in this Agreement, to the fullest extent provided under Georgia Law as provided herein. In addition, throughout the Term of Employment, the Corporation hereby agrees to agree to indemnify, defend and hold harmless the Employee and his affiliates and, if applicable, the directors, officers, shareholders, employees, attorneys, accountants, agents and representatives of any affiliate of the Employee and the heirs, successors and assigns of the Employee or his affiliates (collectively, the "Indemnified Parties") to the fullest extent permitted under Georgia law, from and against any and all claims, liabilities, costs, expenses, including without limitation the payment by the Corporation of all legal fees, court costs and filing fees, as incurred by the Affiliate (collectively, "Claims"), based upon, arising out of or otherwise in respect of (i) any act of omission or commission by the Corporation, (ii) the failure of the Corporation to perform or observe fully any covenant, agreement or provision to be performed or observed by the Corporation to any third party, or (iii) any third-party Claim arising out of or in connection with the operation of the Business of the Corporation.

8. Severability. In case of any term, phrase, clause, Section, section, restriction, covenant, or agreement contained in this Agreement shall be held to be invalid or unenforceable, the same shall be deemed, and it is hereby agreed that the same are meant to be several, and shall not defeat or impair the remaining provisions hereof.

9. Waiver. The waiver by the Corporation of a breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent or continuing breach of this Agreement by the Employee.

10. Assignment; Binding Affect. This Agreement may not be assigned under any circumstances by either party. Neither the Employee nor his estate shall have any right to commute, encumber or dispose any rights to receive payments hereunder, it being agreed that such payment and the right thereto are nonassignable and nontransferable. Subject to the provisions of this Section 9 this Agreement shall be binding upon and inure to the benefit of the parties hereto, the Employee's heirs and personal representatives, and the successors and assigns of the Corporation.

11. Amendments. This Agreement may not be changed, amended, terminated or superseded orally, but only by an agreement in writing, nor may any of the provisions hereof be waived orally, but only by an instrument in writing, in any such case signed by the party against whom enforcement of any change, amendment, termination, waiver, modification, extension or discharge is sought.

12. Entire Agreement; Amendment; Governing Law. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the matters covered hereby. Only an instrument in writing executed by the parties hereto may amend this Agreement.

13. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. All actions and proceedings arising out of or relating to this Agreement shall be brought by the parties and heard and determined only in a Federal or state court located in the City of Atlanta and State of Georgia and the parties hereto consent to jurisdiction before and waive any objections to the venue of such courts. The parties hereto agree to accept service of process in connection with any such action or proceeding in any manner permitted for a notice hereunder.

14. Attorneys' Fees. Except as otherwise provided in Section 7 above, in the event that any suit or other legal proceeding is brought for the enforcement of any of the provisions of this Agreement, the parties hereto agree that the prevailing party or parties shall be entitled to recover from the other party or parties upon final judgment on the merits reasonable attorneys' fees, including attorneys' fees for any appeal and costs incurred in bringing such suit or proceeding.

15. Headings. All descriptive headings of the several Sections or Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and same instrument. Facsimile and pdf signatures hereto shall have the same validity as original signatures hereto.

17. Representations and Warranties. (a) Employee represents and warrants to Corporation that (i) Employee is under no contractual or other restriction or obligation which is inconsistent with his execution of this Agreement or performance of his duties hereunder, (ii) Employee has no physical or mental disability that would hinder his performance of his duties under this Agreement, and (iii) Employee has had the opportunity to consult with an attorney of his choosing in connection with the negotiation of this Agreement.

18. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, by personal delivery or by overnight courier to the Employee at his residence (as set forth in Corporation's corporate records) or to the Corporation at its principal office and shall be effective upon receipt, if by personal delivery, three (3) business days after mailing, if sent by certified mail or one (1) business day after deposit with an overnight courier.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

BOXLIGHT CORPORATION

By: /s/ Dale Strang

Name: Dale Strang

Title: Board Member, Compensation Committee Chair

/s/ James Mark Elliott

JAMES MARK ELLIOTT

Section 3: EX-10.2

Exhibit 10.2

**Boxlight Corporation
1045 Progress Circle
Lawrenceville, GA 30043**

January 13, 2020

Harold C. Bevis
50 Club Court
Alpharetta, Georgia 30005-7422

Re: Employment and Related Terms

Dear Harold:

On behalf of Boxlight Corporation, a Nevada corporation (the "Company"), we are pleased to offer you employment in the position of Chairman of the Board and Chief Executive Officer reporting to Board of Directors (the "Board"), on a full- time basis, commencing on January 13, 2020 (the "Effective Date").

This offer of employment is contingent upon your review, acknowledgment and agreement to abide by the Company's employment policies, some of which are identified below and others which will be presented to you prior to your employment commencement date.

The balance of this letter describes terms and conditions of our offer of employment.

(1) At-Will Employment. While we hope that your employment relationship with us will be mutually rewarding and beneficial, employment will be on an "at will basis." Thus, except as provided in Section 2(f), either party may terminate the employment arrangement for any reason, at any time, with or without prior notice, and with or without cause.

(2) Compensation and Benefits.

(a) Base Salary. Your initial annual base salary ("Base Salary") will be \$200,000, less any applicable withholdings taxes and paid consistent with the Company's standard payroll policies.

(b) Annual Performance Bonus. You will be eligible for an annual performance bonus ("Annual Bonus") of \$200,000, conditioned upon (i) you remaining employed with the Company on the date of payment and (ii) you or the Company achieving certain performance targets to be established by the Board. The Annual Bonus shall be paid in cash, less any applicable tax withholding.

In addition to the Annual Bonus, you will be eligible to participate in any and all other bonus and long-term incentive plans from time to time in effect for senior executives of the Company generally.

(c) Long-Term Equity Compensation.

(i) Commencing with your employment, you will be granted 506,355 shares of restricted Common Stock equal to three and one-half percent (3.5%) of the outstanding common stock of the Company (the "Common Stock"), on a fully diluted basis (assuming the exercise of all options, warrants, common stock and other agreements providing for issuance of or payment via common stock to any person, firm or corporation). The restricted Common Stock issuable under this Section 2(c) will vest over a period of four (4) years, with the first one-fourth vesting after twelve (12) months and the remaining three-fourths vesting in thirty-six (36) substantially equal monthly installments, with acceleration of vesting on a change in ownership of the Company or a substantial portion of the Company's assets, within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(v) or (vii) (a "Change in Control").

(ii) You will also be eligible to receive additional equity grants (such as stock options under the Company's stock option plans referred to below or restricted stock awards, if any are authorized in the future), at such time or times as they become available to the management team and subject to such terms and conditions as the Board may authorize, in its sole discretion.

(iii) The Company will satisfy its applicable tax withholding requirements upon vesting of such restricted stock by withholding a sufficient number of whole shares of common stock that have a fair market value sufficient to satisfy the Company's applicable tax withholding obligations.

(d) Paid Time Off. You will be eligible to take five (5) weeks paid time off ("PTO") per calendar year.

(e) Benefits. You will be eligible to receive such benefits as are provided to senior executives of the Company, including health insurance, 401k and any other generally available benefits.

(f) Severance. Upon termination of your employment for any reason you will receive of all accrued and unpaid Base Salary, all earned but unused PTO based on your Base Salary in effect at the time of your termination of employment, reimbursement for reasonable business expenses incurred prior to your termination of employment in accordance with Section 4 hereof and, to the extent required by law, the Company will pay or otherwise provide for any benefits, payments or continuation of coverage or conversion rights in accordance with the terms of any benefit plan in which you and/or your dependents participate ("Accrued Obligations"). In the event that your employment is terminated by the Company without Cause (as defined below) or by you for Good Reason (as defined below), you shall be entitled to receive in addition to the Accrued Obligations the following payments from the Company: (i) the unpaid Annual Bonus, if any, earned for the fiscal year of the Company preceding the fiscal year in which your employment is terminated, payable when the Company pays Annual Bonus to other senior executives of the Company, (ii) twelve (12) months of your then current Base Salary (but not less than \$200,000) to be paid over a period of twelve (12) months, payable in regular installments in accordance with the Company's regular payroll practices; (iii) the earned portion of the Annual Bonus for the fiscal year in which your employment is terminated paid in a lump sum within thirty (30) days after the date of termination; and (iv) if you elect to receive COBRA continuation coverage under the Company's group health, dental and/or vision plans for yourself and your eligible dependents, the Company will continue to contribute to the COBRA premium cost of your continuation coverage under the Company's group medical and dental plans the amount that it contributes toward comparable coverage of active senior executives of the Company under its group health, dental and/or vision plans for a period of up to twelve (12) months, provided, however, that such contribution to the cost of your COBRA premiums will cease when your COBRA continuation coverage ends or at the end of such twelve (12) month period. Such severance payments shall be conditioned upon and subject to you signing an agreement for the general release of claims against the Company and its affiliates and agreement not to solicit customers and employees of the Company in the form of Exhibit A attached hereto (the "General Release") and such General Release becoming final, binding and irrevocable within 60 days after the date of your termination of employment. Any severance payments that would otherwise be payable to you if the General Release had become final, binding and irrevocable, on your termination date will be suspended and paid to you on the next regularly scheduled pay date after the General Release becomes final, binding and irrevocable, but not later than March 15 of the year following the year in which your employment terminates.

(g) *Reimbursement of Legal Expenses.* The Company will reimburse you for reasonable legal fees and expenses incurred by you in connection with the negotiation and execution of this offer letter and the equity and other agreements ancillary hereto up to Twenty Thousand and 00/100 Dollars (\$20,000). Said reimbursement shall be made within thirty (30) days after you submit to the Company the invoice for such legal fees and expenses.

(3) Work Location; Capacity and Performance. Your primary place of employment will be the Company's Lawrenceville, Georgia office and you will work there according to the Company's general practices and working hours Monday through Friday. It is our expectation that, subject to the exceptions in the following sentence, you will devote your full time and attention to Company business, including being available for time over and above regular working hours as well as for domestic and/or international travel as may be required to timely complete your job duties and responsibilities. Notwithstanding the foregoing, you may (i) manage personal investments and affairs for you and your family; (ii) participate in industry, trade, professional, non-profit, community or philanthropic activities, serve on civic or charitable boards or committees, in each case to the extent that such activities do not materially interfere with the performance of your duties and are not in conflict with the business interests of the Company; (iii) serve as a director of two (2) for-profit external boards of directors that do not compete with the Company; and (iv) continue to provide operating partner services to private equity firms in connection with their portfolio company investing and make co-investments in connection therewith, provided that you do not make any investment in or co-investment in any company that competes with the Company.

(4) Expense Reimbursement. You are authorized to incur, and shall be entitled to receive prompt reimbursement by the Company for, all reasonable expenses you incur in performing your duties and carrying out your responsibilities to the Company, including business meals, entertainment, and travel expenses, provided that you comply with all of the applicable expense reimbursement policies of the Company.

(5) Definitions. For purposes of this offer letter, the following terms are defined as follows:

“Cause” shall mean (i) your conviction of or plea of nolo contendere to a felony or other crime involving moral turpitude (other than one involving a motor vehicle); (ii) your fraud, theft or embezzlement committed with respect to the Company; (iii) your willful and continued failure to perform your material duties to the Company or (iv) your willful and material violation of the Company’s policies regarding employee conduct, business ethics or employee health and safety; *provided, however*, that the Company may terminate your employment hereunder for “Cause” within the meaning of clause (iii) or (iv) only after the Company has provided written notice to you of the failure and, if such failure is capable of being remedied, you shall not have remedied such failure within thirty (30) days following the effectiveness of such notice; and *provided, further*, that “Cause” (including, without limitation, any “Cause” under clause (iii) above) shall not include any act or omission reasonably believed by you in good faith to have been in and not opposed to the best interests of the Company (without intent to gain, directly or indirectly, a profit to which you were not legally entitled) and reasonably believed by you not to have been improper or unlawful. In the event of any dispute between you and the Company regarding whether “Cause” exists, any determination by the Board shall be subject to de novo review by any forum deciding the disputed issue, provided that such de novo review shall not otherwise change or shift the burden of proof in connection with any dispute resolution proceeding.

“Good Reason” shall mean (i) relocation of your primary office to a location that is more than fifty (50) miles from your then-current principal residence, it being understood that the you may be required to travel frequently and that prolonged periods spent away from your office shall not constitute Good Reason; (ii) the assignment to you of duties materially inconsistent with your position (including status, offices, titles, reporting requirements, excessive foreign travel), authority, duties or responsibilities as Chief Executive Officer; (iii) the material breach by the Company of any material provision of this offer letter; (iv) any material reduction in the Base Salary or the applicable percentages of Base Salary used to determine bonuses under the Company’s bonus plans, or (v) change in more than 40% of the members of the Company’s Board of Directors within 24 months after any person or group of persons acting in concert (including two or more entities that are affiliated with one another) first become beneficial owners of more than 40% of the Company’s voting stock.. Your termination of employment will not be considered to be for Good Reason unless you provide the Board with written notice of your intent to terminate employment for Good Reason, specifying the event or condition that constitutes Good Reason within 60 days after such event or condition first occurs, the Company fails to cure such event or condition within 30 days after you provide such written notice and you terminate your employment after the expiration of such 30 day cure period.

(6) Excess Parachute Excise Tax. Anything in this letter to the contrary notwithstanding, in the event it shall be determined that any payment, award, benefit or distribution (including any acceleration) by the Company or any entity which effectuates a transaction described in Section 280G(b)(2)(A)(i) of the Internal Revenue Code (the “Code”) to or for your benefit (whether pursuant to the terms of this letter or otherwise, but determined before application of any reductions required pursuant to this Section 6 (a “Payment”) would be subject to the excise tax imposed by Section 4999 of the Code or you incur any interest or penalties with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the “Excise Tax”), the Company will automatically reduce such Payments to the extent, but only to the extent, necessary so that no portion of the remaining Payments will be subject to the Excise Tax, unless the amount of such Payments that you would retain after payment of the Excise Tax and all applicable Federal, state and local income taxes without such reduction would exceed the amount of the Payments that you would retain after payment of all applicable Federal, state and local taxes after applying such reduction.

(7) Section 409A of the Internal Revenue Code. The payments and benefits described in this letter are intended to comply with, or be exempt from, Section 409A of the Code and, accordingly, to the maximum extent permitted, this letter shall be construed and interpreted in accordance with such intent. Your termination of employment (or words to similar effect) shall not be deemed to have occurred for purposes of this letter unless such termination of employment constitutes a “separation from service” within the meaning of Code Section 409A and the regulations and other guidance promulgated thereunder.

(a) Notwithstanding any provision in this letter to the contrary, if you are deemed on the date of your separation from service to be a “specified employee” within the meaning of that term under Code Section 409A(a)(2)(B) and using the identification methodology selected by the Company from time to time, or if none, the default methodology set forth in Code Section 409A, then with regard to any payment or the providing of any benefit that constitutes “non-qualified deferred compensation” pursuant to Code Section 409A and the regulations issued thereunder that is payable due to your separation from service, to the extent required to be delayed in compliance with Code Section 409A(a)(2)(B), such payment or benefit shall not be made or provided to you prior to the earlier of (i) the expiration of the six (6)-month period measured from the date of your separation from service, and (ii) the date of your death (the “Delay Period”). On the first day of the seventh month following the date of your separation from service or, if earlier, on the date of your death, all payments delayed pursuant to this Section 7 will be paid or reimbursed to you in a lump sum, and any remaining payments and benefits due under this letter will be paid or provided in accordance with the normal payment dates specified for them herein.

(b) To the extent any reimbursement of costs and expenses provided to you pursuant to this letter constitutes taxable income for Federal income tax purposes, such reimbursements shall be made as soon as practicable after you provide proper documentation supporting reimbursement but in no event later than December 31 of the calendar year next following the calendar year in which the expenses to be reimbursed are incurred. With regard to any reimbursement of expenses or in-kind benefits provided to you, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit, and (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(c) If under this letter, any amount is to be paid to you in two or more installments, each such installment shall be treated as a separate payment for purposes of Section 409A of the Code.

(8) Severability. The parties agree that if any provision of this letter agreement is found to be unenforceable to any extent or in violation of any attribute, rule, regulation or common law, it will not affect the enforceability of the remaining provisions and the court shall enforce the affected provision and all remaining provisions to the fullest extent permitted by law.

[Signature Page Follows]

Harold, we are delighted to extend this offer of employment to you and look forward to working with you. To accept this offer, please countersign this letter agreement in the space provided below and return a copy to me at your earliest convenience.

Sincerely,

BOXLIGHT CORPORATION

By: /s/ Jim Clark
Jim Clark, Director

By: /s/ Dale Strang
Dale Strang, Director

I HAVE CAREFULLY READ THIS OFFER LETTER REGARDING MY EMPLOYMENT WITH BOXLIGHT CORPORATION AND MY SIGNATURE HERETO REFLECTS MY UNDERSTANDING AND FULL AGREEMENT WITH ITS TERMS.

/s/ Harold C. Bevis
Signature

Harold C. Bevis
Name of Employee (typed or printed)

Dated: January 13, 2020

Exhibit A

Agreement and Release of Claims

1. Release of Claims.

In consideration of the severance payments and benefits described in that certain offer letter dated as of January 13, 2020, by and among Harold C. Bevis (“you” or “Executive”) and Boxlight Corporation (the “Company”), to which you agree that you are not entitled until and unless you execute this Agreement and Release of Claims (“Release”) and it becomes effective in accordance with the terms hereof, you, for and on behalf of yourself and your heirs, successors and assigns, except as specifically otherwise provided in the last sentence of this Section 1 and Section 2 of this Release, hereby waive and release any common law, statutory or other complaints, claims, charges or causes of action of any kind whatsoever, both known and unknown, in law or in equity, which you ever had, now have or may have against the Company and each of its shareholders, subsidiaries, predecessors, successors, assigns, directors, officers, partners, members, managers, employees, trustees (in their official and individual capacities), employee benefit plans and their administrators and fiduciaries (in their official and individual capacities), representatives or agents, and each of their affiliates, successors and assigns, (collectively, the “Releasees”) by reason of acts or omissions which have occurred on or prior to the date that you sign this Release, on account of, arising out of or in connection with your employment and/or the termination thereof, or the provision of any services to the Releasees, or any term or condition of that employment or service, arising under federal, state or local laws pertaining to employment, including the Age Discrimination in Employment Act of 1967 (“ADEA”), the Older Workers Benefit Protection Act, the National Labor Relations Act, the Civil Rights Act of 1991, the Americans With Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act of 1974, the Family and Medical Leave Act, the Sarbanes-Oxley Act of 2002, all as amended, and any other Federal, state and local laws relating to discrimination on the basis of age, sex, sexual orientation or gender identification, or other protected class, all claims under Federal, state or local laws for express or implied breach of contract, wrongful discharge, defamation, intentional infliction of emotional distress, and any related claims for attorneys’ fees and costs. You further agree that this Release may be pleaded as a full defense to any action, suit, arbitration or other proceeding covered by the terms hereof which is or may be initiated, prosecuted or maintained by you, your descendants, dependents, heirs, executors, administrators or permitted assigns. By signing this Release, you acknowledge that you intend to waive and release any rights known or unknown that you may have against the Releasees under these and any other laws by reason of acts or omissions which have occurred on or prior to the date that you sign this Release, on account of, arising out of or in connection with your employment and/or the termination thereof, or the provision of any services to the Releasees, or any term or condition of that employment or service; provided, that you do not waive or release claims with respect to (a) rights that cannot be so released as a matter of applicable law, (b) breach of the terms, provisions or covenants of this Release or the payments and benefits provided to you and your family members pursuant to Section 2(f) of the offer letter, (c) accrued vested benefits under employee benefit plans of the Company subject to the terms and conditions of such plans and applicable law, (d) any rights you may have solely in connection with your capacity as a stockholder of the Company (without regard to your employment or termination of employment with the Company), (e) any claim arising after the effective date of this release, and (f) any claims subject to (A) indemnification by the Company under any current article, section or provision of the Company’s Certificate of Incorporation or Bylaws related to liability and/or indemnification of officers and directors of the Company or under any former article, section or provision of any of the foregoing which remain in force, or (B) coverage under any of the Company’s director and officer insurance policies (collectively, the “Unreleased Claims”).

2. Proceedings.

You acknowledge that you have not filed any complaint, charge, claim or proceeding, against any of the Releasees before any local, state or federal agency, court or other body (each individually a "Proceeding"). You represent that you are not aware of any basis on which such a Proceeding could reasonably be instituted. Except with respect to Unreleased Claims, you (i) acknowledge that you will not initiate or cause to be initiated any Proceeding and will not participate in any Proceeding related to any claims released by you under Section 1 of this Release, in each case, except as required by law; and (ii) waive any right you may have to benefit in any manner from any relief (whether monetary or otherwise) arising out of any Proceeding related to any claims released by you under Section 1 of this Release, including any Proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"). Further, you understand that, by executing this Release, you will be limiting the availability of certain remedies that you may have against the Company and limiting also your ability to pursue certain claims against the Releasees. Notwithstanding the above, nothing in Section 1 of this Release shall prevent you from (i) initiating or causing to be initiated any complaint, charge, claim or proceeding against the Company before any local, state or federal agency, court or other body challenging the validity of the waiver of claims under the ADEA contained in Section 1 of this Release (but no other portion of such waiver); (ii) initiating or participating in an investigation or proceeding conducted by the EEOC or any other Federal, State or Local governmental or quasi-governmental entity; or (iii) filing any claim for unemployment benefits; provided, however, you agree that, if you or anyone acting on your behalf, brings any claim or charge released in this General Release, you release and waive your right to claim or recover any monetary damages from the Company in connection therewith.

3. Time to Consider.

You acknowledge that you have been advised that you have [twenty-one (21)][forty-five (45)]¹ days from the date of receipt of this Release to consider all the provisions of this Release. You further acknowledge that you may not execute this Release prior to the date your employment with the Company terminates. [By Schedule I to this Release, you have been informed in writing of the decisional unit for the Company's reduction in force; the job titles and ages of all individuals in the decisional unit selected for the reduction in force and offered severance benefits and the job titles and ages of all individuals in the decisional unit who were not selected; and the eligibility requirements for receipt of severance benefits.]² YOU FURTHER ACKNOWLEDGE THAT YOU HAVE READ THIS RELEASE CAREFULLY, YOU HAVE BEEN ADVISED BY THE COMPANY TO CONSULT AN ATTORNEY PRIOR TO EXECUTING THIS RELEASE, AND YOU FULLY UNDERSTAND THAT BY SIGNING BELOW YOU ARE GIVING UP CERTAIN RIGHTS WHICH YOU MAY HAVE TO SUE OR ASSERT A CLAIM AGAINST ANY OF THE RELEASEES. YOU ACKNOWLEDGE THAT YOU HAVE NOT BEEN FORCED OR PRESSURED IN ANY MANNER WHATSOEVER TO SIGN THIS AGREEMENT, AND YOU AGREE TO ALL OF ITS TERMS VOLUNTARILY.

¹ Use forty-five (45) days if the termination is part of a termination program (i.e. termination of 2 or more employees within the same decisional unit). In addition,

² Include this sentence and attach Schedule I if the termination is part of a termination program.

4. Revocation.

You hereby acknowledge and understand that you shall have seven (7) days from the date of execution of this Release to revoke your execution of this Release and that neither the Company nor any other person is obligated to provide any benefits to you pursuant to this Release until eight (8) days have passed since your signing of this Release without your having revoked this Release. If you revoke this Release, you will be deemed not to have accepted the terms of this Release, and no action will be required of the Company under any section of this Release.

5. No Admission.

This Release does not constitute an admission of liability or wrongdoing of any kind by the Executive or the Company.

6. Nonsolicitation.

The Executive agrees that during the period of twelve (12) months after his employment terminates, the Executive will not, (i) hire or attempt to hire any employee of the Company, (ii) hire or attempt to hire any independent contractor providing services to the Company in connection with any activity that is directly competitive to the Company, (iii) assist in hiring or any attempt to hire anyone identified in clauses (i) or (ii) of this sentence by any other Person, (iv) encourage any employee or independent contractor of the Company to terminate his or her relationship with the Company, or (v) solicit or encourage any customer or vendor of the Company to terminate or diminish its relationship with any of them, or, in the case of a customer, to conduct with any Person any activity that is directly competitive to the Company. For purposes of the Executive's obligations hereunder during that portion of the period that follows the termination date, employee, independent contractor, customer or vendor of the Company shall mean any Person who was such at any time during the six (6) months immediately preceding the termination date.

7. General Provisions.

A failure of any of the Releasees to insist on strict compliance with any provision of this Release shall not be deemed a waiver of such provision or any other provision hereof. If any provision of this Release is determined to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable, and in the event that any provision is determined to be entirely unenforceable, such provision shall be deemed severable, such that all other provisions of this Release shall remain valid and binding upon Executive and the Releasees.

8. Governing Law.

The validity, interpretations, construction and performance of this Release shall be governed by the laws of the State of Georgia without giving effect to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, you have hereunto set your hand as of the day and year set forth opposite your signature below.

Date:

Harold C. Bevis

Section 4: EX-99.1

Exhibit 99.1



Boxlight Announces Harold Bevis as Chairman and Chief Executive Officer

LAWRENCEVILLE, GA — (Jan. 14, 2020) — Boxlight Corporation (NASDAQ: BOXL), a leading provider of interactive technology solutions for the global education market, today announced that Harold Bevis has been named its Chairman and Chief Executive Officer. Mark Elliott, who had served as Chairman and Chief Executive Officer since September 2014, will continue to serve the Company in the role of Chief Commercial Officer and Director.

Prior to accepting the position of CEO and Chairman, Mr. Bevis served as an independent director on Boxlight’s board of directors since March 2018, giving him intimate knowledge and familiarity with the company. Mr. Bevis brings with him more than 25 years of business leadership experience, including 15 years serving as a chief executive officer.

“Harold is the right leader at the right time for Boxlight,” said Mark Elliott, Chief Commercial Officer and Director. “Harold’s extensive executive experience and business development skills will help Boxlight strengthen channel partnerships, refine our product suite and guide our strategy through a critical time as a company. We believe his strong leadership experience will help focus Boxlight on solid revenue growth, improving profit margins, and driving shareholder value.”

Prior to joining the Boxlight’s board of directors, Mr. Bevis served as president of OmniMax International, Inc., and president and chief executive officer of Xerium Technologies, Inc. Throughout his career, Mr. Bevis has led or directed a total of eight businesses in six different industries, with more than 150 operating facilities in 22 countries. Mr. Bevis received his MBA from Columbia Business School and his Bachelor of Science in industrial engineering from Iowa State University. He is a member of the National Association of Corporate Directors and has served on the boards of six companies. Mr. Bevis’s vast experience and knowledge brings significant value to Boxlight as it grows and expands.

“I am very excited to accept an executive role at Boxlight,” said Harold Bevis. “I believe Boxlight has a tremendous business model and talented management team that uniquely positions it to capitalize on the growing education technology market. As the education industry increasingly adopts new technologies, I believe Boxlight is in a position to provide its best-in-class, integrated solution suite of equipment, software and services. I look forward to furthering the Boxlight mission of improving student outcomes through the use of technology.”

About Boxlight Corporation

Boxlight Corporation (NASDAQ: BOXL (“Boxlight”)) is a leading provider of technology and STEM solutions for the global education market. The company improves student engagement and learning outcomes by providing educators the products they need for the 21st century classroom. The company develops, sells, and services its integrated, interactive solution suite of software, classroom technologies, professional development, and support services. Boxlight also provides educators with thousands of free lesson plans and activities via MimioConnect[®], an interactive teaching community. For more information about the Boxlight story and its product offerings, visit <http://www.boxlight.com>.

Forward Looking Statements

This press release may contain information about Boxlight's view of its future expectations, plans and prospects that constitute forward-looking statements. Actual results may differ materially from historical results or those indicated by these forward-looking statements as a result of a variety of factors including, but not limited to, risks and uncertainties associated with its ability to maintain and grow its business, variability of operating results, its development and introduction of new products and services, marketing and other business development initiatives, competition in the industry, etc. Boxlight encourages you to review other factors that may affect its future results in Boxlight's filings with the Securities and Exchange Commission.

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