# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

## FORM 6-K

Report of Foreign Private Issuer Pursuant to Rule 13a-16 or 15d-16 of the Securities Exchange Act of 1934

Date of Report: June 2022

Commission File Number: 001-39368

# MAXEON SOLAR TECHNOLOGIES, LTD.

(Exact Name of registrant as specified in its charter)

8 Marina Boulevard #05-02 Marina Bay Financial Centre 018981, Singapore (Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F 🗵 Form 40-F 🗆

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

#### Introductory Note

On June 8, 2022, Maxeon Solar Pte. Ltd. (the "Company"), a Singapore corporation and a wholly owned subsidiary of Maxeon Solar Technologies, Ltd., entered into a First Amendment to the Cross License Agreement (the "Amendment") with SunPower Corporation ("SunPower"). The Amendment amends the Cross License Agreement by and between the Company and SunPower, dated August 26, 2020, pursuant to which the Company and SunPower exclusively and non-exclusively licensed certain intellectual property rights. The Amendment provides, in relevant part, for certain adjustments to the scope of the Company's non-exclusive license to SunPower. In connection with the Amendment and in anticipation of the expiration of the Collaboration Agreement, dated August 26, 2020, the Company and SunPower also entered into ancillary agreements providing for the sublease of the research and development facility located in San Jose, California, which is subject to landlord consent, the transfer of certain assets, and support to complete a collaboration project that may extend past August 26, 2022.

The foregoing description of the Amendment is not a complete description of all terms of the Amendment and is qualified in its entirety by reference to the full text of the Amendment. A copy of the Amendment is attached to this report on Form 6-K as Exhibit 99.1.

#### **Incorporation by Reference**

The information contained in this report is hereby incorporated by reference into the Company's registration statements on Form F-3 (File No. 333-265253) and Form S-8 (File No. 333-241709), each filed with the Securities and Exchange Commission.

#### 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, thereunto duly authorized.

June 14, 2022

By: /s/ Kai Strohbecke

(Registrant)

Kai Strohbecke Chief Financial Officer

MAXEON SOLAR TECHNOLOGIES, LTD.

#### EXHIBITS

Exhibit

Title

First Amendment to the Cross License Agreement dated June 8, 2022, by and between SunPower Corporation and Maxeon Solar Pte. Ltd.

<u>99.1</u>

### FIRST AMENDMENT TO THE CROSS LICENSE AGREEMENT

This FIRST AMENDMENT TO THE CROSS LICENSE AGREEMENT (the "Amendment") has been entered into as of June 8, 2022 (the "Effective Date") by and between SunPower Corporation ("SPWR"), a Delaware corporation, and Maxeon Solar Pte. Ltd. ("MSPL"), a Singapore corporation and a wholly-owned subsidiary of Maxeon Solar Technologies, Ltd. ("SpinCo"), a Singapore corporation. SPWR and MSPL may also be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, SPWR and MSPL entered into that certain Cross License Agreement (the "Agreement") as of August 26, 2020, and now desire to amend the Agreement.

In consideration of the representations, warranties, covenants and agreements contained in this Amendment and the Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

### **1. AMENDMENTS**

1.1 Section 3.1 (License Grant) is amended and restated as follows (with deleted text shown in strikethrough and inserted text shown in <u>underline</u>):

License Grant. MSPL and its Affiliates hereby grant and agree to grant to SPWR and SPWR Affiliates a perpetual, non-exclusive, irrevocable, non-transferable (subject to Section 7.3) and non-sublicensable license under the Licensed SpinCo IP and the Exclusively Licensed SPWR Patents (including to the extent such patents are subsequently assigned from SPWR to MSPL or MSPL's designated Affiliate) to use, copy, modify, distribute, perform, display, create derivatives of, make, have made, import, supply, offer for sale and/or sell any software, hardware, technology, processes and/or other products solely for the following limited purposes: (a) manufacturing, offering to sell and selling any Licensed Products within the Territory; (b) research and development; and (c) commencing after termination or expiration of the Supply Agreement, offering to sell and selling, outside of the Territory, Shingled Panels manufactured at SPMOR. For clarity, the license granted pursuant to this Section 3.1 (i) also includes all rights required for SPWR and its Affiliates to make, have made, use, import, export, purchase or otherwise acquire solar cells for use at SPMOR to make Shingled Panels, and (ii) does not include a license for SPWR to manufacture or have made Licensed Products outside the Territory, and (iii) does not authorize or license any activities of any third party.

## 2. MISCELLANEOUS

2.1 All other terms and conditions of the Agreement shall apply to this Amendment.

2.2 <u>Counterparts</u>. This Amendment may be executed in one or more counterparts (including by facsimile, PDF or other electronic transmission), all of which will be considered one and the same agreement.

[Signature page follows]

The Parties hereby execute this Amendment as of the Effective Date.

SunPower Corporation

Maxeon Solar Pte. Ltd.

By:

Ву: \_\_\_\_\_

Name: Manavendra S. Sial

Title: Executive Vice President and Chief Financial Officer Title:

Name:

Signature Page to the First Amendment to the Cross License Agreement

The Parties hereby execute this Amendment as of the Effective Date.

SunPower Corporation

Maxeon Solar Pte. Ltd.

By:

By: <u>Liber</u> Name: KAI STROHBECKE

Name: Manavendra S. Sial

Title: Executive Vice President and Chief Financial Officer

Title: Chief Financial Officer

Signature Page to the First Amendment to the Cross License Agreement