
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

Nogin, Inc.
(Name of Issuer)

Common Stock
(Title of Class of Securities)

65528N105
(CUSIP Number)

Stephen Choi
300 Meters South Mall Santa Ana,
Puerto De Hierro #5, Santa Ana
San Jose, CA 10903
+506 87254550
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

April 6, 2023
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Names of Reporting Persons	
	Stephen Choi	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions)	
	OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)	
	<input type="checkbox"/>	
6	Citizenship or Place of Organization	
	United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power
		1,436,590
	8	Shared Voting Power
		0
	9	Sole Dispositive Power
		1,436,590
	10	Shared Dispositive Power
		0
11	Aggregate Amount Beneficially Owned by Each Reporting Person	
	1,436,590	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares	
	<input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11)	
	13.0%	
14	Type of Reporting Person	
	IN	

EXPLANATORY NOTE

This Amendment No. 1 to Schedule 13D amends and supplements the Schedule 13D originally filed with the United States Securities and Exchange Commission (the “SEC”) on March 17, 2023 (as amended, the “Schedule 13D”), relating to the shares of common stock, par value \$0.0001 per share (the “Common Stock”) of Nogin, Inc., a Delaware corporation (the “Issuer”). Capitalized terms used herein without definition shall have the meaning set forth in the Schedule 13D.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 of the Schedule 13D is hereby amended and supplemented as follows:

Item 4 below summarizes certain provisions of the Purchase Agreement (as defined below) that pertain to the securities acquired by the Reporting Person. Pursuant to the Purchase Agreement, upon consummation of the Offering (as defined below), the Reporting Person purchased 333,333 shares of Common Stock and warrants to purchase 333,333 shares of Common Stock (the “Common Warrants”) from the Issuer for a total consideration of \$999,999.00. The Reporting Person used personal funds to purchase these shares.

Item 4. Purpose of Transaction.

Item 4 of the Schedule 13D is hereby amended and supplemented as follows:

Purchase Agreement

On April 6, 2023 (the “Closing Date”), pursuant to the Securities Purchase Agreement, dated as of April 4, 2023 (the “Purchase Agreement”), by and among the Issuer and the Reporting Person, the Issuer sold, issued, and delivered to the Reporting Person, in a registered public offering (the “Offering”), 333,333 shares of Common Stock and 333,333 Common Warrants at a combined offering price of \$3.00 per share and accompanying Common Warrant. Each of the Common Warrants has an exercise price of \$3.00 per share and is exercisable by the holder at any time on or after the Closing Date. The Common Warrants will expire five years following the issuance date.

Lock-Up Agreement

On April 4, 2023, in connection with the Purchase Agreement, the Issuer and the Reporting Person entered into a Lock-Up Agreement (the “Lock-Up Agreement”), pursuant to which the Reporting Person agreed to not, for a period of 90 days following the Closing Date, subject to certain exceptions, (1) offer, pledge, sell, contract to sell, encumber, grant, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or Common Warrants, acquired by the Reporting Person in the Offering (collectively, the “Lock-Up Securities”); (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of the Lock-Up Securities, in cash or otherwise; (3) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities; or (4) publicly disclose the intention to make any offer, sale, pledge or disposition of, or to enter into any transaction, swap, hedge or other arrangement relating to, any Lock-Up Securities.

The foregoing descriptions of the Purchase Agreement and the Lock-Up Agreement do not purport to be complete and are qualified in their entirety by the full text of such agreements, a form of each of which is attached as an exhibit to this Schedule 13D and incorporated herein by reference.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Schedule 13D is hereby amended and restated in its entirety as follows:

(a) – (b)

- Amount beneficially owned: 1,436,590
- Percent of Class: 13.0%
- Number of shares the Reporting Person has:
 - Sole power to vote or direct the vote: 1,436,590

- Shared power to vote: 0
- Sole power to dispose or direct the disposition of: 1,436,590
- Shared power to dispose or direct the disposition of: 0

The share amount reported herein consists of (i) 1,103,257 shares of Common Stock held directly by the Reporting Person and (ii) 333,333 shares of Common Stock underlying the Common Warrants that are exercisable within 60 days. The share numbers reported herein reflect a 1-for-20 reverse stock split effected by the Issuer on March 28, 2023.

The above percentage is based on 10,689,427 shares of Common Stock outstanding as of the Closing Date, as provided by the Issuer.

- (c) Except as described in Item 3 and Item 4, during the past 60 days, the Reporting Person has not effected any transactions with respect to the Common Stock.
- (d) None.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby amended and supplemented as follows:

Item 4 above summarizes certain provisions of the Purchase Agreement and the Lock-Up Agreement and is incorporated herein by reference. A copy of the form of each of these agreements is attached as an exhibit to this Schedule 13D, and is incorporated herein by reference.

Except as set forth herein, the Reporting Person does not have any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Materials to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended and supplemented as follows:

<u>Exhibit Number</u>	<u>Description</u>
3	Form of Purchase Agreement (incorporated by reference to Exhibit 10.1 of the Issuer's Current Report on Form 8-K filed with the SEC on April 4, 2023).
4	Form of Lock-Up Agreement.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: April 11, 2023

By: /s/ Stephen Choi

Name: Stephen Choi

Lock-Up Agreement

April 4, 2023

A.G.P./Alliance Global Partners
 590 Madison Avenue, 28th Floor
 New York, New York 10022

Ladies and Gentlemen:

This lock-up agreement (this “**Lock-Up Agreement**”) is being delivered to you in connection with the Securities Purchase Agreement (the “**Purchase Agreement**”), dated as of April 4, 2023, by and among Nogin, Inc. (the “**Company**”) and the investors party thereto (collectively, the “**Purchasers**”), with respect to the issuance of shares (the “**Shares**”) of common stock, par value \$0.0001 per share (“**Common Stock**”), warrants to purchase shares of Common Stock (the “**Warrants**”) and, depending on the beneficial ownership percentage of the purchaser of the Common Stock following its purchase, pre-funded warrants to purchase shares of Common Stock (the “**Offering**”). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Purchase Agreement.

To induce the Purchasers to enter into the Purchase Agreement, the undersigned hereby agrees that, without the prior written consent of the Placement Agent, the undersigned will not, and will cause all affiliates (as defined in Rule 144 promulgated under the Securities Act) of the undersigned not to, during the period commencing on the Closing Date and ending 90 days after the Effective Date (the “**Lock-Up Period**”), (1) offer, pledge, sell, contract to sell, encumber, grant, lend, or otherwise transfer or dispose of, directly or indirectly, any Shares or Warrants, acquired by the undersigned in the Offering (collectively, the “**Lock-Up Securities**”); (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Lock-Up Securities, in cash or otherwise; (3) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities; or (4) publicly disclose the intention to make any offer, sale, pledge or disposition of, or to enter into any transaction, swap, hedge or other arrangement relating to, any Lock-Up Securities. Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer Lock-Up Securities without the prior written consent of the Placement Agent in connection with (a) transactions relating to Lock-Up Securities acquired in open market transactions after the completion of the Offering; *provided* that no filing under Section 16(a) of the Exchange Act, shall be voluntarily made in connection with subsequent sales of Lock-Up Securities acquired in such open market transactions; (b) transfers of Lock-Up Securities as a *bona fide* gift, by will or intestacy or to a family member or trust for the benefit of a family member (for purposes of this Lock-Up Agreement, “family member” means any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin); (c) transfers of Lock-Up Securities to a charity or educational institution; (d) if the undersigned, directly or indirectly, controls a corporation, partnership, limited liability company or other business entity, any transfers of Lock-Up Securities to any shareholder, partner or member of, or owner of similar equity interests in, the undersigned, as the case may be; (e) (f) (X) surrender or forfeiture of Lock-Up Securities or other securities of the Company to the Company to satisfy tax withholding obligations upon exercise or vesting or the exercise price upon a cashless net exercise, in each case, of stock options, equity awards, warrants or other right to acquire shares of Common Stock expiring during the Lock-Up Period pursuant to the Company’s equity incentive plans or (Y) through a “sell to cover” transaction for the purpose of satisfying tax withholding obligations upon the issuance of stock awards or vesting of restricted stock units pursuant to the Company’s equity incentive plans, provided that any filing made pursuant to Section 16(a) of the Exchange Act shall include a footnote noting the circumstances described in this clause and no other public announcement shall be required or voluntarily made in connection with such transfer; (g) by operation of law or pursuant to a court order or settlement agreement related to the distribution of assets in connection with the dissolution of a marriage or civil union; or (h) pursuant to a bona fide third party tender offer, merger, consolidation or other similar transaction made to all holders of shares of Common Stock involving a change of control of the Company that, in each case, has been approved by the Company’s board of directors, provided that all of the undersigned’s shares of Common Stock subject to the restrictions in this Lock-Up Agreement that are not so transferred, sold, tendered or otherwise disposed of remain subject to this Lock-Up Agreement, and, provided that in the event that the tender offer, merger, consolidation or other such transaction is not completed, the shares of Common Stock owned by the undersigned shall remain subject to the restrictions contained in this Lock-Up Agreement;

provided that in the case of any transfer pursuant to the foregoing clauses (b), (c) or (d), (i) any such transfer shall not involve a disposition for value, (ii) each transferee shall sign and deliver to the Placement Agent a lock-up agreement substantially in the form of this Lock-Up Agreement and (iii) no filing under Section 16(a) of the Exchange Act shall be voluntarily made. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's Lock-Up Securities except in compliance with this Lock-Up Agreement.

The Placement Agent agrees that the Placement Agent will notify the Company of the impending release or waiver of the foregoing restrictions in connection with a transfer of Lock-Up Securities at least three (3) business days before the effective date of any such release or waiver. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer of Lock-Up Securities not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this Lock-Up Agreement to the extent and for the duration that such terms remain in effect at the time of such transfer.

No provision in this Lock-Up Agreement shall be deemed to restrict or prohibit the exercise, exchange or conversion by the undersigned of any securities exercisable or exchangeable for or convertible into shares of Common Stock, as applicable; *provided* that the terms of this Lock-Up Agreement will apply to the shares of Common Stock acquired on such exercise, exchange or conversion during the Lock-Up Period. In addition, no provision herein shall be deemed to restrict or prohibit the entry into or modification of a so-called "10b5-1" plan at any time (other than the entry into or modification of such a plan in such a manner as to cause the sale of any Lock-Up Securities within the Lock-Up Period).

The undersigned understands that the Company, the Purchasers and the Placement Agent are relying upon this Lock-Up Agreement in proceeding toward consummation of the Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns. This Lock-Up Agreement may not be amended without the prior written consent of the Placement Agent.

This Lock-Up Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed in such state.

This Lock-Up Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.echosign.com) or other transmission method and any copy so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

The undersigned understands that, if the Purchase Agreement is not executed by April 30, 2023, or if the Purchase Agreement (other than the provisions thereof which survive termination) terminates prior to the initial closing date of the Securities to be sold thereunder, then this Lock-Up Agreement shall be void and of no further force or effect.

This Lock-Up Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provisions hereof be enforced by, any other person.

[Remainder of Page Intentionally Blank]

Very truly yours,

(Name—Please Print)

(Signature)

(Name of Signatory, in the case of entities—Please Print)

(Title of Signatory, in the case of entities—Please Print)

Address: _____

