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

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**SCHEDULE 13D**

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

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**Nogin, Inc.**  
(Name of Issuer)

Common Stock  
(Title of Class of Securities)

65528N105  
(CUSIP Number)

Mike Bassiri  
1775 Flight Way STE 400  
Tustin, California 92782  
(949) 222-0209  
(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)

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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.   ☐

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*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.

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\*   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).

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1	Names of Reporting Persons Jonathan S. Huberman		
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 2,034,995	
	8	Shared Voting Power 784,235	
	9	Sole Dispositive Power 2,034,995	
	10	Shared Dispositive Power 784,235	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 2,819,230		
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) 23.1%		
14	Type of Reporting Person IN		

1	Names of Reporting Persons Software Acquisition Holdings III LLC		
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 Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0	
	8	Shared Voting Power 784,235	
	9	Sole Dispositive Power 0	
	10	Shared Dispositive Power 784,235	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 784,235		
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) 7.0%		
14	Type of Reporting Person OO		

**Item 1. Security and Issuer.**

This statement on Schedule 13D (the “Schedule 13D”) relates to the shares of common stock, par value \$0.0001 per share (the “Common Stock”), of Nogin, Inc., a Delaware corporation (the “Issuer”), whose principal executive office is located at 1775 Flight Way, STE. 400, Tustin, CA 92782.

**Item 2. Identity and Background.**

Each of the following is hereinafter individually referred to as a “Reporting Person” and collectively as the “Reporting Persons.” This Schedule 13D is filed on behalf of:

Jonathan S. Huberman  
Software Acquisition Holdings III LLC (the “Sponsor”)

Jonathan S. Huberman is a citizen of the United States. The business address of Mr. Huberman is c/o Nogin, Inc., 1775 Flight Way, STE. 400, Tustin, CA 92782. Mr. Huberman’s present principal occupation is Chief Executive Officer, President and Chairman of the Board of Directors of the Issuer.

The Sponsor is organized under the laws of the State of Delaware. The business address of the Sponsor is 1980 Festival Plaza Drive, Suite 300, Las Vegas, NV 89135. The Sponsor is principally engaged in the business of investing in securities of the Issuer. Mr. Huberman, Mike Nikzad and Andrew K. Nikou are the managing members of the Sponsor. Mr. Huberman maintains ultimate voting and investment discretion with respect to the securities held by the Sponsor.

During the last five years, the Reporting Persons have not been (i) convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

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

Item 4 below summarizes certain provisions of the Merger Agreement (as defined below) that pertain to the securities acquired by the Reporting Persons. Pursuant to the Merger Agreement, upon consummation of the Business Combination (as defined below), Mr. Huberman received 23,482 shares of Common Stock. Upon consummation of the Business Combination, the Sponsor also received 5,701,967 shares of Common Stock as a result of an automatic conversion of the Founder Shares (as defined below), which the Sponsor purchased for an aggregate price of \$25,000.

Pursuant to the PIPE Subscription Agreement (as defined below), Mr. Huberman purchased 43,478 shares of Common Stock underlying the Convertible Notes (as defined below) and 10,714 shares of Common Stock underlying the PIPE Warrants (as defined below) for an aggregate price of \$500,000.

In August 2021, the Sponsor purchased an aggregate of 9,982,754 shares of Common Stock underlying the Private Placement Warrants (as defined below) for an aggregate price of \$9,982,754. The Sponsor received capital contributions from its members for the purchases of the Private Placement Warrants and the Founder Shares.

From November 17, 2022 to December 14, 2022, Mr. Huberman purchased 149,150 shares of Common Stock for aggregate consideration of approximately \$100,000 in a series of open-market transactions.

On March 28, 2023, after market close, the Issuer effected a 1-for-20 reverse stock split of its Common Stock. The beneficial ownership amounts in this Schedule 13D are presented on a post-split basis.

On April 6, 2023, pursuant to the Purchase Agreement (as defined below) and upon consummation of the Offering (as defined below), Mr. Huberman purchased 1,011,828 shares of Common Stock and warrants to purchase 1,011,828 of Common Stock (the "Common Warrants") from the Issuer for a total consideration of \$3,035,484.00.

Mr. Huberman used personal funds for the purchases reported herein.

#### **Item 4. Purpose of Transaction.**

##### *Business Combination*

On August 26, 2022, pursuant to an Agreement and Plan of Merger, dated as of February 14, 2022 and as amended on April 19, 2022 and August 26, 2022 (as amended, the "Merger Agreement"), by and among Software Acquisition Group Inc. III ("SWAG"), Nuevo Merger Sub, Inc. ("Merger Sub") and Branded Online, Inc. (d/b/a Nogin) ("Legacy Nogin"), Merger Sub merged with and into Legacy Nogin, with Legacy Nogin surviving the merger as a wholly owned subsidiary of SWAG (the "Merger" and, along with the transactions contemplated in the Merger Agreement, the "Business Combination"). Following the consummation of the Business Combination, SWAG changed its name to "Nogin, Inc."

As a result of the Business Combination, holders of Legacy Nogin common stock and preferred stock received aggregate consideration of approximately \$566.0 million, payable in newly issued shares of Common Stock at a price of \$10.00 per share of Common Stock, and, at their election, a pro rata portion of \$15.0 million payable in cash (collectively, the "Merger Consideration").

At the effective time of the Merger, (i) each share of Legacy Nogin common stock and preferred stock issued and outstanding immediately prior to the closing of the Merger (excluding shares owned by Legacy Nogin as treasury stock or dissenting shares) was cancelled and converted into the right to receive a pro rata portion of the Merger Consideration, and (ii) each outstanding Legacy Nogin stock option, whether vested or unvested, was converted into an option to purchase a number of shares of Common Stock, as specified in the Merger Agreement.

*Registration Rights Agreement*

On August 26, 2022, the Issuer and certain of its stockholders entered into an Amended and Restated Registration Rights Agreement (the “Registration Rights Agreement”), pursuant to which the Issuer agreed to register for resale, pursuant to Rule 415 under the Securities Act, certain shares of Common Stock and other equity securities of the Issuer that are held by the parties thereto from time to time. Pursuant to the Registration Rights Agreement, the Issuer agreed to file a shelf registration statement registering the resale of the Common Stock and the private placement warrants (the “Registrable Securities”) within 15 business days of the closing of the Business Combination. Up to four times the total and up to twice in any 12-month period, certain former Legacy Nogin stockholders and SWAG stockholders may request to sell all or any portion of their Registrable Securities in an underwritten offering so long as the total offering price is reasonably expected to exceed \$35 million. The Issuer also agreed to provide customary “piggyback” registration rights, subject to certain requirements and customary conditions. The Registration Rights Agreement also provides that the Issuer will pay certain expenses relating to such registrations and indemnify the stockholders against certain liabilities.

*PIPE Subscription Agreement*

On April 19, 2022, the Issuer entered into subscription agreements (each, a “PIPE Subscription Agreement” and collectively, the “PIPE Subscription Agreements”) with certain investors (the “PIPE Investors”) pursuant to which the Issuer agreed to issue (i) up to an aggregate principal amount of \$75.0 million of 7.00% Convertible Senior Notes due 2026 (the “Convertible Notes”) convertible into shares of Common Stock and (ii) up to an aggregate of 1.5 million warrants to purchase shares of Common Stock (the “PIPE Warrants”) to the PIPE Investors (collectively, the “PIPE Subscription”). The PIPE Subscription closed immediately prior to the consummation of the Business Combination.

*Convertible Notes and Convertible Notes Indenture*

On August 26, 2022, immediately prior to closing of the Business Combination, the Issuer issued \$65.5 million aggregate principal amount of Convertible Notes and, as contemplated by the PIPE Subscription Agreements, the Issuer, the guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee, entered into an Indenture governing the Convertible Notes (the “Indenture”).

The Convertible Notes will mature on September 1, 2026 (the “Maturity Date”), unless earlier repurchased, redeemed or converted in accordance with their terms, and will accrue interest at a rate of 7.00% per annum, payable in cash. The Convertible Notes may be converted at any time (in whole or in part) into shares of Common Stock, at the option of the holder of such Convertible Note, based on the applicable conversion rate at such time. The initial conversion price is approximately \$11.50 per share of Common Stock, based on an initial conversion rate of 86.9565 shares of Common Stock per \$1,000 principal amount of Convertible Notes.

*PIPE Warrants and PIPE Warrant Agreement*

On August 26, 2022, immediately prior to closing of the Business Combination, the Issuer issued 1,396,419 PIPE Warrants to the PIPE Investors, with each whole PIPE Warrant entitling the holder thereof to purchase one share of Common Stock at a price of \$11.50 per share, subject to adjustment, at any time until the PIPE Warrant's expiration. In connection with the closing of the Business Combination and the issuance of the PIPE Warrants, the Issuer and Continental Stock Transfer & Trust Company entered into a Warrant Agreement (the "PIPE Warrant Agreement"). Pursuant to the PIPE Warrant Agreement, the PIPE Warrants may be exercised beginning September 25, 2022 and ending at 5:00 p.m. New York City time on the earlier to occur of (i) August 26, 2027, (ii) the Redemption Date (as defined in the PIPE Warrant Agreement) and (iii) the liquidation of the Issuer.

*Founder Shares*

On January 22, 2021, the Sponsor purchased 5,750,000 shares of SWAG's Class B common stock (the "Founder Shares"), which included an aggregate of up to 750,000 shares subject to forfeiture by the Sponsor pursuant to the underwriters' over-allotment option. On August 4, 2021, the Sponsor forfeited 48,033 Founder Shares. Upon consummation of the Business Combination, pursuant to the terms of the Founder Shares, the Founder Shares automatically converted to shares of Common Stock on a one-for-one basis.

*Sponsor Agreement*

On February 14, 2022, the Issuer entered into a sponsor agreement with Legacy Nogin and the Sponsor (the "Sponsor Agreement"). The Sponsor Agreement provides that, among other things, 2,565,885 (or 45%) of the Founder Shares are subject to certain vesting provisions described below. Pursuant to the Sponsor Agreement, 50% of the unvested Founder Shares (the "First Tranche Shares") will vest on any day following the closing of the Business Combination when the closing price of a share of Common Stock on Nasdaq (the "Closing Share Price") equals or exceeds \$12.50 (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) and the remaining 50% will vest (along with any unvested First Tranche Shares) when the Closing Share Price equals or exceeds \$14.50 (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like).

In addition, the Sponsor agreed not to transfer any Founder Shares (the "Sponsor Lock-Up") until the earlier of (A) August 26, 2023 and (B) the date following the date of closing of the Business Combination on which Issuer completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of Issuer's stockholders having the right to exchange their Shares of Common Stock for cash, securities or other property (the "Sponsor Lock-up Period"). Notwithstanding the foregoing, if the Closing Share Price equals or exceeds \$12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period commencing at least 150 days after the date of closing of the Business Combination, the shares of Common Stock shall be released from the Sponsor Lock-Up. The Sponsor also agreed not to transfer any Private Placement Warrants until thirty days after the date of closing of the Business Combination.

*Private Placement Warrants and Warrant Agreement*

On August 2, 2021, the Issuer consummated the sale of 9,000,000 warrants (the “Private Placement Warrants”) at a price of \$1.00 per Private Placement Warrant in a private placement to the Sponsor. On August 4, 2021, the Issuer consummated the sale of an additional 982,754 Private Placement Warrants, at \$1.00 per Private Placement Warrant, to the Sponsor. The Private Placement Warrants may be exercised to purchase one share of Common Stock at a price of \$11.50 per share.

On July 28, 2022, the Issuer and Continental Stock Transfer & Trust Company entered into a Warrant Agreement (the “Warrant Agreement”). Pursuant to the Warrant Agreement, the Private Placement Warrants may be exercised beginning September 25, 2022 and ending at 5:00 p.m. New York City time on the earlier to occur of (i) August 26, 2027, (ii) the Redemption Date (as defined in the Warrant Agreement) and (iii) the liquidation of the Issuer.

*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 Mr. Huberman, the Issuer sold, issued, and delivered to Mr. Huberman, in a registered public offering (the “Offering”), 1,011,828 shares of Common Stock and 1,011,828 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 Mr. Huberman entered into a Lock-Up Agreement (the “Lock-Up Agreement”), pursuant to which Mr. Huberman 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 Mr. Huberman 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 Registration Rights Agreement, the PIPE Subscription Agreement, the Indenture, the PIPE Warrant Agreement, the Sponsor Agreement, the Warrant Agreement, the Purchase Agreement, the Common Warrant and the Lock-Up Agreement do not purport to be complete and are qualified in their entirety by the full text of such agreements, each of which is attached as an exhibit to this Schedule 13D and incorporated herein by reference.

#### *General*

The Reporting Persons intend to review their investments in the Issuer on a continuing basis. Any actions the Reporting Persons might undertake may be made at any time and from time to time without prior notice and will be dependent upon the Reporting Persons' review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

The Reporting Persons, subject to the terms of the Sponsor Agreement and the Lock-Up Agreement, may acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions. In addition, the Reporting Persons, including Mr. Huberman in his capacity as Chief Executive Officer, President and Chairman of the Board of Directors of the Issuer, may engage in discussions with management, the Issuer's board of directors, and other securityholders of the Issuer and other relevant parties or encourage, cause or seek to cause the Issuer or such persons to consider or explore extraordinary corporate transactions, such as: a merger, reorganization or take-private transaction that could result in the de-listing or de-registration of the Common Stock; sales or acquisitions of assets or businesses; changes to the capitalization or dividend policy of the Issuer; or other material changes to the Issuer's business or corporate structure, including changes in management or the composition of the board of directors.

To facilitate their consideration of such matters, the Reporting Persons may retain consultants and advisors and may enter into discussions with potential sources of capital and other third parties. The Reporting Persons may exchange information with any such persons pursuant to appropriate confidentiality or similar agreements. The Reporting Persons will likely take some or all of the foregoing steps at preliminary stages in their consideration of various possible courses of action before forming any intention to pursue any particular plan or direction.

Other than as described above, the Reporting Persons do not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)–(j) of Schedule 13D, although, depending on the factors discussed herein, the Reporting Persons may change their purpose or formulate different plans or proposals with respect thereto at any time.

**Item 5. Interest in Securities of the Issuer.**

(a) – (b) The following sets forth, as of the date of this Schedule 13D, the aggregate number of shares of Common Stock and percentage of Common Stock beneficially owned by each of the Reporting Persons, as well as the number of shares of Common Stock as to which each Reporting Person has the sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition of, or shared power to dispose or to direct the disposition of, as of the date hereof, based on 10,689,427 shares of Common Stock outstanding as of the Closing Date, as provided by the Issuer.

Reporting Person	Amount beneficially owned	Percent of class	Sole power to vote or to direct the vote	Shared power to vote or to direct the vote	Sole power to dispose or to direct the disposition	Shared power to dispose or to direct the disposition
Jonathan S. Huberman	2,819,230	23.1%	2,034,995	784,235	2,034,995	784,235
Software Acquisition Holdings III LLC	784,235	7.0%	0	784,235	0	784,235

The share amount reported herein consists of (i) 1,020,459 shares of Common Stock held directly by Mr. Huberman, (ii) 285,098 shares of Common Stock held directly by the Sponsor, (iii) 535 shares of Common Stock underlying the PIPE Warrants held by Mr. Huberman that are exercisable within 60 days, (iv) 2,173 shares of Common Stock underlying the Convertible Notes held by Mr. Huberman that are convertible within 60 days, (v) 1,011,828 shares of Common Stock underlying the Common Warrants held by Mr. Huberman that are exercisable within 60 days and (vi) 499,137 shares of Common Stock underlying the Private Placement Warrants held by the Sponsor that are exercisable within 60 days.

Mr. Huberman is the managing member of the Sponsor and maintains ultimate voting and investment discretion with respect to the securities held by the Sponsor. As a result, Mr. Huberman may be deemed to share beneficial ownership of the securities held by the Sponsor, but disclaims beneficial ownership therein.

- (c) Except as described in Item 3 and Item 4, during the past 60 days, the Reporting Persons have 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 4 above summarizes certain provisions of the Registration Rights Agreement, the PIPE Subscription Agreement, the Indenture, the PIPE Warrant Agreement, the Sponsor Agreement, the Warrant Agreement, the Purchase Agreement and the Lock-Up Agreement, and is incorporated herein by reference. A copy of each such agreement 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.**

<b>Exhibit Number</b>	<b>Description</b>
1	Joint Filing Agreement.
2	Amended and Restated Registration Rights Agreement, by and among the Issuer and certain stockholder listed therein, dated as of August 26, 2022 (incorporated by reference to Exhibit 10.1 of the Issuer's Current Report on Form 8-K filed on September 1, 2022).
3	Form of Subscription Agreement, dated as of April 19, 2022, by and among the Issuer and certain investors (incorporated by reference to Exhibit 10.14 of the Issuer's Registration Statement on Form S-4 filed on May 16, 2022).
4	Convertible Notes Indenture, dated as of August 26, 2022, by and among the Issuer, the guarantors named therein and U.S. Bank Trust Company, National Association, as trustee and collateral agent (incorporated by reference to Exhibit 4.4 of the Issuer's Current Report on Form 8-K filed on September 1, 2022).
5	PIPE Warrant Agreement, dated as of August 26, 2022, by and between the Issuer and Continental Stock Transfer & Trust Company, as warrant agent (incorporated by reference to Exhibit 4.6 of the Issuer's Current Report on Form 8-K filed on September 1, 2022).
6	Sponsor Support Agreement, dated as of February 14, 2022, by and among the Issuer, Sponsor and Legacy Nogin (incorporated by reference to Exhibit 10.9 of the Issuer's Registration Statement on Form S-4 filed on February 14, 2022).
7	Warrant Agreement, dated as of July 28, 2021, by and between the Issuer and Continental Stock Transfer & Trust Company, as warrant agent (incorporated by reference to Exhibit 4.1 of the Issuer's Current Report on Form 8-K filed on August 2, 2021).
8	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).
9	Form of Common Warrant (incorporated by reference to Exhibit 4.1 of the Issuer's Current Report on Form 8-K filed with the SEC on April 4, 2023).
10	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 17, 2023

By: /s/ Jonathan S. Huberman

Name: Jonathan S. Huberman

**Software Acquisition Holdings III LLC**

By: /s/ Jonathan S. Huberman

Name: Jonathan S. Huberman

Title: Managing Member

**JOINT FILING AGREEMENT**

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree that they are jointly filing this statement on Schedule 13D. Each of them is responsible for the timely filing of such statement and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

IN WITNESS WHEREOF, the undersigned hereby execute this Joint Filing Agreement as of the 17th day of April, 2023.

By: /s/ Jonathan S. Huberman

Name: Jonathan S. Huberman

**Software Acquisition Holdings III LLC**

By: /s/ Jonathan S. Huberman

Name: Jonathan S. Huberman

Title: Managing Member

## 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;

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*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](http://www.docusign.com) or [www.echosign.com](http://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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_