
**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): July 22, 2022



**GALAXY
GAMING®**

GALAXY GAMING, INC.

(Exact Name of Registrant as Specified in Its Charter)

Nevada

(State or Other Jurisdiction of Incorporation)

000-30653

(Commission File Number)

20-8143439

(IRS Employer Identification No.)

6480 Cameron Street Ste. 305

Las Vegas, Nevada

(Address of Principal Executive Offices)

89118

(Zip Code)

(702) 939-3254

(Registrant's Telephone Number, Including Area Code)

N/A

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- 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:

Title of each Class
Common Stock

Trading Symbol(s)
GLXZ

Name of each exchange on which registered
OTCQB marketplace

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

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.

(d) *Election of Director; Compensatory Arrangement of Director*

On and as of July 13, 2022, the Board of Directors of Galaxy Gaming, Inc., a Nevada corporation (the “Company”), appointed Ms. Meredith Brill as a member of the Board, to serve as a Class II director with a term expiring twelve (12) months from her appointment date of July 13th or until the Company’s next annual meeting of the Company’s shareholders.

Upon her appointment, Ms. Brill was provided with the Company’s standard compensation for non-employee directors pursuant to a Board of Directors Service Agreement between the Company and Ms. Brill. On July 22, 2022, Ms. Brill and the Company entered into the First Amendment to Board Services Agreement (the form of which is filed as Exhibit 10.1 hereto).

Pursuant to the First Amendment, Ms. Brill elected not to accept a part of the stock compensation provided to her under the Directors Service Agreement. The revised Section 3 compensation for Ms. Brill’s service is included in the First Amendment. Except as specifically amended, all other terms of the Board Services Agreement remain unchanged.

Item 9.01. Financial Statements and Exhibits.

d) Exhibits

Exhibit Number	Description of Exhibit
10.1	First Amendment to Board of Directors Service Agreement with Meredith Brill, Director
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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: July 25, 2022

GALAXY GAMING, INC.

By: /s/ Harry C. Hagerty
Harry C. Hagerty
Chief Financial Officer

First Amendment to Board Services Agreement

This First Amendment to Board Services Agreement dated July 22, 2022 (the "First Amendment") is to that certain Board Services Agreement dated July 13, 2022, by and between Galaxy Gaming, Inc. ("Galaxy") and Meredith Brill ("Brill") (the "Board Services Agreement"). The Board Services Agreement as amended by this First Amendment are collectively hereinafter referred to as the "Agreement."

Recitals

Whereas, Brill has elected not to accept a portion of the stock compensation provided to her under the Board Services Agreement;

Whereas, Galaxy respects Brill's decision to decline a portion of the compensation provided under the Board Services Agreement;

Now Therefore, the parties agree as follows:

1. Amendment to Section 3. Section 3 of the Board Services Agreement shall be deleted in its entirety and the following Section 3 inserted and read in its entirety as follows:

"3. Compensation. As compensation for the services provided herein, the Company shall pay to Brill the following compensation:

a. Annual total compensation equivalent to \$150,000.00, split 60/40 percent amongst cash and stock. The 60% cash portion of compensation will be paid in 12 monthly installments (in the amount of \$7500.00 per month), one month in arrears.

b. Beginning after July 2022, grants of Restricted Stock equivalent to one quarter (1/4) of the 40% of total compensation. Such shares are granted quarterly in arrears and vested immediately upon grant. The shares are priced when granted, using the 30-day trailing average of the stock price for Company stock as reported on the OTC market. The Restricted Stock grant shall be controlled by, and subject to the Plan.

c. Amounts due under Section 3(b) above for July of 2022 and under 3 (c) above for Q3 2022, will be prorated from the date Brill commences Board service.

d. All grants of stock under this Agreement subject to the terms of the Galaxy Gaming 2104 Equity Incentive Plan (the "Plan")."

Except as modified by this First Amendment, all other terms of the Board Services Agreement remain unchanged. In the event of a conflict between the terms of the Board Services Agreement and this First Amendment, the terms of this First Amendment shall apply. No modification may be made to the Board Services Agreement or this First Amendment except in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and delivered on the date above.

Galaxy Gaming, Inc.

By: _____
Todd Cravens, President & CEO

Meredith Brill, an Individual

By: _____
