

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): February 3, 2015

WPCS INTERNATIONAL INCORPORATED
(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
Of Incorporation)

001-34643
(Commission File Number)

98-0204758
(IRS Employer
Identification No.)

521 Railroad Avenue
Suisun City, California 94585
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: **(707) 421-1300**

(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 (see General Instruction A.2. below):

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

On February 3, 2015, WPCS International Incorporated (the “Company”) and Sebastian Giordano, the Company’s interim Chief Executive Officer, entered into an amendment (the “Amendment”) to the letter agreement between the Company and Mr. Giordano effective as of August 1, 2013, setting forth the terms of Mr. Giordano’s employment by the Company as its interim Chief Executive Officer (the “Agreement”). Under the terms of the Amendment, Mr. Giordano will receive a base salary of \$180,000, effective as of January 1, 2015, and options to purchase 300,000 shares of the Company’s common stock, subject to performance-based vesting. The other terms of the Letter Agreement, filed as an exhibit to a Current Report on Form 8-K filed with the Securities and Exchange Commission on July 24, 2013, remain in full force and effect. A copy of the Amendment is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The exhibit listed in the following Exhibit Index is filed as part of this Current Report on Form 8-K.

| Exhibit Number | Description |
|----------------|------------------------------------------------------------------------------------------------------------------------|
| 10.1 | Letter Agreement, by and between WPCS International Incorporated and Sebastian Giordano, dated as of February 3, 2015. |

SIGNATURE

Pursuant to the requirement 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.

WPCS INTERNATIONAL INCORPORATED

Date: February 4, 2015

By: /s/ Sebastian Giordano
Name: Sebastian Giordano
Title: Chief Executive Officer

February 3, 2015

Mr. Sebastian Giordano
149 Schweitzer Lane
Bardonia, NY 10954

Dear Sebastian,

This letter agreement (this "Agreement") is being entered into to amend the terms of that certain Letter Agreement between WPCS International Incorporated ("WPCS" or the "Company") and you, dated July 19, 2013, and effective as of August 1, 2013 (the "Letter"), pursuant to which you agreed to serve as the Interim Chief Executive Officer of the Company on a part-time basis. The purpose of this Agreement is to adjust the compensation paid to you by WPCS pursuant to the Letter.

In connection with your service as the Company's interim Chief Executive Officer, the monthly consulting fee of \$10,833 provided for in the Letter is hereby deleted and replaced with a base salary of \$180,000 per annum (the "Base Salary"), effective as of January 1, 2015, payable in installments in accordance with the normal payroll policies of the Company in effect from time to time, including those relating to the withholding of taxes.

In addition to the Base Salary, the Company will also grant you 300,000 performance-vested stock options under the Company's 2014 Equity Incentive Plan, subject to the terms and conditions of award agreements to be entered into between you and the Company. 150,000 of these options will vest if the Company completes an acquisition resulting in combined revenue of at least \$30 million by July 31, 2016. The remaining 150,000 options will vest if shares of the Company's common stock trade at or above \$1.00 for 20 out of 30 consecutive trading days (the "Trading Goal") by July 31, 2016. The Trading Goal must be achieved without any changes or adjustments to the Company's capital structure (i.e., without a reverse stock split or similar adjustment).

The remaining terms and conditions of the Letter will remain in full force and effect.

Please indicate your acceptance of the revised terms of the Letter by signing and returning a copy of this Agreement at your earliest convenience.

Sincerely,

WPCS INTERNATIONAL INCORPORATED

By: /s/ Charles Benton
Name: Charles Benton
Title: Chairman of the Executive Committee

Accepted and Agreed:

/s/ Sebastian Giordano
Sebastian Giordano
