

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 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): November 1, 2013

Commission File Number: 001-15757

**ImageWare Systems, Inc.**

(Exact name of small business issuer as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or  
organization)

33-0224167

(IRS Employer Identification No.)

10815 Rancho Bernardo Road, Suite 310, San Diego, California 92127

(Address of principal executive offices)

619-673-8600

(Registrant's Telephone number)

Not Applicable

(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))

**Item 1.01 Entry into a Material Definitive Agreement.**

On November 1, 2013, ImageWare Systems, Inc. (the "Company") entered into amendments to employment agreements (the "Amendments") with Messrs. S. James Miller, Wayne Wetherell, David Harding and Charles AuBuchon, the Company's Chairman of the Board of Directors and Chief Executive Officer, Chief Financial Officer, Chief Technical Officer and Vice President of Business Development, respectively. Under the terms of the Amendments, the term of each executive officer's employment agreement was extended until December 31, 2014. A copy of each of the Amendments is attached to this Current Report on Form 8-K as Exhibits 10.1, 10.2, 10.3, and 10.4, and are incorporated by reference herein.

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

See Item 1.01.

**Item 9.01 Financial Statements and Exhibits.**

See Exhibit Index.

## 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.

### **ImageWare Systems, Inc.**

Date: *November 7, 2013*

By: /s/ Wayne Wetherell

*Name: Wayne Wetherell*

*Title: Chief Financial Officer*

## Exhibit Index

<b>Exhibit No.</b>	<b>Description</b>
EX-10.1	Sixth Amendment to Employment Agreement for S. James Miller
EX-10.2	First Amendment to Employment Agreement for Wayne Wetherell
EX-10.3	First Amendment to Employment Agreement for David E. Harding
EX-10.4	First Amendment to Employment Agreement for Charles AuBuchon

SIXTH  
AMENDMENT  
to  
Employment  
Agreement

This Sixth Amendment to Employment Agreement (the "Sixth Amendment"), is being entered into effective November 1, 2013 by and between ImageWare Systems, Inc., a Delaware corporation (the "Company") and Mr. S. James Miller, Jr. (the "Executive").

WHEREAS, the Company and Executive entered into an Employment Agreement dated as of September 27, 2005 and subsequently amended on September 27, 2008, April 6, 2009, December 10, 2009, March 10, 2011 and again on January 31, 2012 (as amended, the "Employment Agreement");

WHEREAS, the Executive continues to perform valuable services for the Company and the Company desires to assure itself of the continuing services of Executive; and

WHEREAS, in consideration of the foregoing and in order to amend the terms of the Agreement and to provide for the continued services of the Executive in accordance with the present intent of the Company and the Executive.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants contained in the Employment Agreement, the parties do hereby agree that the Employment Agreement is hereby amended as follows:

1. Section "2. Term of Agreement" strike the language " continue until December 31, 2013" and replace it with "continue until December 31, 2014".
2. Except as expressly amended herein, the Employment Agreement shall continue and be in full force in all respects.

/s/ Wayne Wetherell  
ImageWare Systems, Inc.

/s/ S. James Miller  
S. James Miller, Jr.

FIRST  
AMENDMENT  
to  
Employment  
Agreement

This **First Amendment** to Employment Agreement (the "First Amendment"), is being entered into effective November 1, 2013 by and between ImageWare Systems, Inc., a Delaware corporation (the "Company") and Wayne Wetherell, Senior Vice President of Administration and Chief Financial Officer. (the "Executive").

WHEREAS, the Company and Executive entered into an Employment Agreement dated as of January 1, 2013 (as amended, the "Employment Agreement");

WHEREAS, the Executive continues to perform valuable services for the Company and the Company desires to assure itself of the continuing services of Executive; and

WHEREAS, in consideration of the foregoing and in order to amend the terms of the Agreement and to provide for the continued services of the Executive in accordance with the present intent of the Company and the Executive.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants contained in the Employment Agreement, the parties do hereby agree that the Employment Agreement is hereby amended as follows:

1. Section "3. Term of Agreement" strike the language "continue until December 31, 2013" and replace it with "continue until December 31, 2014".
2. Except as expressly amended herein, the Employment Agreement shall continue and be in full force in all respects.

/s/ S. James Miller  
ImageWare Systems, Inc.

/s/ Wayne Wetherell  
Wayne Wetherell

FIRST  
AMENDMENT  
to  
Employment  
Agreement

This **First Amendment** to Employment Agreement (the "First Amendment"), is being entered into effective November 1, 2013 by and between ImageWare Systems, Inc., a Delaware corporation (the "Company") and David E. Harding, Vice President and Chief Technical Officer. (the "Executive").

WHEREAS, the Company and Executive entered into an Employment Agreement dated as of January 1, 2013 (as amended, the "Employment Agreement");

WHEREAS, the Executive continues to perform valuable services for the Company and the Company desires to assure itself of the continuing services of Executive; and

WHEREAS, in consideration of the foregoing and in order to amend the terms of the Agreement and to provide for the continued services of the Executive in accordance with the present intent of the Company and the Executive.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants contained in the Employment Agreement, the parties do hereby agree that the Employment Agreement is hereby amended as follows:

1. Section "3. Term of Agreement" strike the language "continue until December 31, 2013" and replace it with "continue until December 31, 2014".
2. Except as expressly amended herein, the Employment Agreement shall continue and be in full force in all respects.

/s/ S. James Miller  
ImageWare Systems, Inc.

/s/ David E. Harding  
David E. Harding

FIRST  
AMENDMENT  
to  
Employment  
Agreement

This **First Amendment** to Employment Agreement (the "First Amendment"), is being entered into effective November 1, 2013 by and between ImageWare Systems, Inc., a Delaware corporation (the "Company") and Charles AuBuchon, Vice President of Business Development. (the "Executive").

WHEREAS, the Company and Executive entered into an Employment Agreement dated as of January 1, 2013 (as amended, the "Employment Agreement");

WHEREAS, the Executive continues to perform valuable services for the Company and the Company desires to assure itself of the continuing services of Executive; and

WHEREAS, in consideration of the foregoing and in order to amend the terms of the Agreement and to provide for the continued services of the Executive in accordance with the present intent of the Company and the Executive.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants contained in the Employment Agreement, the parties do hereby agree that the Employment Agreement is hereby amended as follows:

1. Section "3. Term of Agreement" strike the language "continue until December 31, 2013" and replace it with "continue until December 31, 2014".
2. Except as expressly amended herein, the Employment Agreement shall continue and be in full force in all respects.

/s/ S. James Miller  
ImageWare Systems, Inc.

/s/ Charles AuBuchon  
Charles AuBuchon