

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): May 1, 2006

Clarus Corporation

(Exact name of registrant as specified in its charter)

<TABLE>

<CAPTION>

<S>

Delaware

<C>

0-24277

<C>

58-1972600

(State or other jurisdiction of
incorporation)

(Commission File Number)

(IRS Employer Identification No.)

</TABLE>

One Landmark Square, 22nd Floor, Stamford Connecticut

6901

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: (203) 428-2000

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))

Item 1.01 Entry into a Material Definitive Agreement.

May 1, 2006, the registrant entered into an extension of its Employment Agreement, dated as of December 6, 2002, with its Executive Chairman of the Board of Directors, Mr. Warren B. Kanders, by which the Employment Agreement was extended for an indefinite term, terminable immediately upon written notice at the election of the registrant or Mr. Kanders. The Employment Agreement otherwise remains in full force and effect.

On May 1, 2006, the registrant entered into an extension of its Employment Agreement, dated as of December 6, 2002, with its Chief Administrative Officer, Mr. Nigel P. Ekern, by which the Employment Agreement was extended for an indefinite term, terminable immediately upon written notice at the election of the registrant or Mr. Ekern. The Employment Agreement otherwise remains in full force and effect.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

10.1 Extension Agreement dated May 1, 2006, of Employment Agreement between the registrant and Nigel P. Ekern.

10.2 Extension Agreement dated May 1, 2006, of Employment Agreement between the registrant and Warren B. Kanders.

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: May 1, 2006 Clarus Corporation

By: /s/ Nigel P. Ekern

Nigel P. Ekern,
Chief Administrative Officer

Exhibit Index

10.1 Extension Agreement dated May 1, 2006, of Employment Agreement between the registrant and Nigel P. Ekern.

10.2 Extension Agreement dated May 1, 2006, of Employment Agreement between the registrant and Warren B. Kanders.

CLARUS CORPORATION
ONE LANDMARK SQUARE - 22ND FLOOR
STAMFORD, CONNECTICUT 06901

May 1, 2006

Mr. Nigel P. Ekern
741 Hollow Tree Ridge Road
Darien, CT 06820

Re: Employment Agreement

Dear Mr. Ekern:

Reference is made to the Employment Agreement dated as of December 6, 2002, effective as of November 25, 2002, between you and Clarus Corporation (the "Original Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Original Agreement.

The Original Agreement is hereby amended, effective as of January 1, 2006, as follows:

1. The Term of the Original Agreement is hereby extended and shall continue (i) subject to termination without cause at any time by the Company or the Employee, immediately upon written notice to the other party, or (ii) until otherwise terminated pursuant to Section 10 of the Original Agreement.

2. The Company shall continue the term life insurance required by Section 4(b) of the Original Agreement until the termination of employment.

3. Section 6(b) of the Original Agreement is amended by deleting from the first sentence thereof the words "until the third anniversary of the Effective Date" and replacing such words with these words: "until the termination of employment".

4. Section 12(F) of the Original Agreement is hereby amended to provide that the address of the Company is as set forth at the top of this letter.

5. The Company's obligation to make any payments pursuant to Section 10(d) of the Original Agreement, in the event of the termination by the Company of the Employee's employment without cause, shall be subject to the Employee's making himself reasonably available to and cooperating with the Company during any such payment period to assist with transition issues or in defending any claims asserted against the Company with respect to which the Employee has material knowledge or information. The Company shall cover reasonable out-of-pocket expenses incurred by the Employee pursuant to this paragraph in accordance with its customary reimbursement policies and practices.

6. For avoidance of doubt: The provisions of Sections 7 (Confidentiality), 8 (Non-Competition) and 9 (Remedies) shall survive the end of the Term and remain in full force and effect as provided in the Original Agreement, it being understood that the phrase "termination of this Agreement" or any similar phrase used in the aforesaid sections of the Original Agreement shall mean (i) the date of termination pursuant to paragraph 1 hereof or (ii) any termination date pursuant to termination in accordance with the provisions of Sections 10(a) through 10(f) of the Original Agreement.

7. The Original Agreement shall continue in full force and effect, except as amended herein.

Kindly sign where indicated below to confirm your agreement with the forgoing and return the signed copy of this letter to me.

Very truly yours,
Clarus Corporation

By: _____
Warren B. Kanders,
Executive Chairman

Confirmed and Agreed:

Nigel P. Ekern

CLARUS CORPORATION
ONE LANDMARK SQUARE - 22ND FLOOR
STAMFORD, CONNECTICUT 06901

May 1, 2006

Mr. Warren B. Kanders
c/o Kander & Company, Inc.
One Landmark Square, 22nd Floor
Stamford, Connecticut 06901

Re: Employment Agreement

Dear Mr. Kanders:

Reference is made to the Employment Agreement dated as of December 6, 2002, between you and Clarus Corporation (the "Original Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Original Agreement.

The Original Agreement is hereby amended, effective as of December 6, 2005, as follows:

1. The Term of the Original Agreement is hereby extended and shall continue (i) subject to termination without cause at any time by the Company or the Employee, immediately upon written notice to the other party, or (ii) until otherwise terminated pursuant to Section 10 of the Original Agreement.

2. The Company shall continue the term life insurance required by Section 4(b) of the Original Agreement until the termination of employment.

3. Section 12(f) of the Original Agreement is hereby amended to provide that the address of the Company is as set forth at the top of this letter.

4. The Company's obligation to make any payments pursuant to Section 10(d) of the Original Agreement, in the event of the termination by the Company of the Employee's employment without cause, shall be subject to the Employee's making himself reasonably available to and cooperating with the Company during any such payment period to assist with transition issues or in defending any claims asserted against the Company with respect to which the Employee has material knowledge or information. The Company shall cover reasonable out-of-pocket expenses incurred by the Employee pursuant to this paragraph in accordance with its customary reimbursement policies and practices.

5. For avoidance of doubt: The provisions of Sections 7 (Confidentiality), 8 (Non-Competition) and 9 (Remedies) shall survive the end of the Term and remain in full force and effect as provided in the Original Agreement, it being understood that the phrase "termination of this Agreement" or any similar phrase used in the aforesaid sections of the Original Agreement shall mean (i) the date of termination pursuant to paragraph 1 hereof or (ii) any termination date pursuant to termination in accordance with the provisions of Sections 10(a) through 10(f) of the Original Agreement.

6. The Original Agreement shall continue in full force and effect, except as amended herein.

Kindly sign where indicated below to confirm your agreement with the forgoing and return the signed copy of this letter to me.

Very truly yours,
Clarus Corporation

By: _____
Nigel P. Ekern,
Chief Administrative Officer

Confirmed and Agreed:

