

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

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Z Squared Inc.

98-1465952

(I.R.S. Employer Identification No.)

(Zip Code)

(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

- .. 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))

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	ZSQR	Nasdaq Global Market

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 1.01. Entry into a Material Definitive Agreement.***Binding Letter of Intent – Acquisition of Skycore Digital LLC***

On April 28, 2026, Z Squared Inc. (the “Company”) entered into a Binding Letter of Intent (the “LOI”) with MN Data Centers JV LLC, a Delaware limited liability company holding 80% of the membership interests of Skycore Digital LLC, a North Carolina limited liability company (“Skycore”), and Claw Holdings, LLC, a North Carolina limited liability company holding the remaining 20% of such membership interests (collectively, the “Sellers”), pursuant to which the Company has agreed to acquire 100% of the issued and outstanding membership interests of Skycore (the “Skycore Acquisition”).

Under the LOI, at the closing of the Skycore Acquisition, the Company will issue to the Sellers, pro rata, shares of a newly designated Series B Convertible Preferred Stock of the Company (the “Series B Preferred”) having an aggregate initial liquidation preference of \$18,000,000, plus, if the Sellers cause Skycore to secure up to 18 megawatts of additional power capacity prior to closing, additional shares of Series B Preferred having an aggregate initial liquidation preference of up to \$4,000,000 (scaled pro rata based on additional megawatts secured). The aggregate initial liquidation preference of all Series B Preferred issued as consideration will not exceed \$22,000,000. The consideration is also subject to a customary working capital adjustment to be set forth in the definitive purchase agreement.

The terms of the Series B Preferred will be set forth in a Certificate of Designation to be filed with the Secretary of State of the State of Delaware at or prior to the closing of the Skycore Acquisition, and will include, among other things: (i) a stated value of \$1,000 per share; (ii) a 1.0x non-participating liquidation preference, senior to the Common Stock and to all existing and future series of preferred stock; (iii) at the Company’s election on each quarterly payment date, cash dividends at 8.0% per annum or pay-in-kind dividends at 10.0% per annum (compounded quarterly), with mandatory cash dividend payments commencing after eight consecutive quarters of pay-in-kind elections; (iv) a conversion price equal to 110% of the 20-day volume-weighted average price of the Common Stock as of the date of the LOI, subject to customary adjustments; (v) optional conversion at the holder’s election and forced conversion if the closing sale price of the Common Stock equals or exceeds 200% of the conversion price for any 20 consecutive trading days; (vi) an annual holder put right beginning on the second anniversary of closing, subject to a 20% annual cap; (vii) mandatory redemption on the seventh anniversary of closing; (viii) voting on an as-converted basis with the Common Stock, subject to Nasdaq Listing Rule 5640; (ix) class consent rights over specified actions; and (x) registration rights pursuant to a registration rights agreement to be entered into at closing.

The LOI also contains binding provisions relating to, among other things, exclusivity for a 90-day period, confidentiality, public disclosure, due diligence, termination (including a drop-dead date of June 30, 2026), and a \$500,000 break-up fee payable by the Company in specified circumstances. The closing of the Skycore Acquisition is subject to the negotiation, execution, and delivery of definitive transaction documentation and the satisfaction of customary closing conditions.

The foregoing description of the LOI is qualified in its entirety by reference to the full text of the LOI, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Group 10 Holdings LLC Consulting Agreement Amendment

On April 27, 2026, the Company entered into an amendment (the “Group 10 Amendment”) to its consulting agreement with Group 10 Holdings LLC (“Group 10”), pursuant to which, among other things, the Company agreed to issue 200,000 shares of Common Stock (the “Wasserman Shares”) to Adam K. Wasserman, the principal of Group 10. The issuance of the Wasserman Shares is also reported under Item 3.02 of this Current Report on Form 8-K. The foregoing description is qualified in its entirety by reference to the Group 10 Amendment, a copy of which is filed as Exhibit 10.2 hereto and is incorporated herein by reference.

Moneta Advisory Partners, LLC Corporate Services Agreement

On January 23, 2026, the Company entered into a Corporate Services Agreement (the “MAP Agreement”) with Moneta Advisory Partners, LLC (“MAP”), pursuant to which MAP agreed to provide investor relations, content, media, and advisory services to the Company for a one-year term. As compensation for the services, the Company agreed to issue to MAP up to an aggregate of 566,000 shares of Common Stock (the “MAP Shares”), consisting of 11,000 shares issuable upon signing, up to 415,000 target shares issuable upon achievement of specified performance milestones, and up to 140,000 bonus pool shares issuable upon achievement of additional milestones, in each case as set forth in the Milestone-Based Equity Award Schedule attached to the MAP Agreement and subject to written verification and certification by the Compensation Committee of the Board of Directors (the “Board”) of achievement of each applicable milestone. The MAP Shares are subject to the leak-out and lock-up provisions set forth in the Company’s Registration Statement on Form S-4 (File No. 333-288329) and applicable securities laws. The issuance of the MAP Shares is also reported under Item 3.02 below. The foregoing description is qualified in its entirety by reference to the MAP Agreement, a copy of which (together with the related Milestone-Based Equity Award Schedule) is filed as Exhibit 10.3 hereto and is incorporated herein by reference.

MZHCI, LLC Investor Relations Consulting Agreement

Effective as of December 8, 2025, the Company entered into an Investor Relations Consulting Agreement (the “MZHCI Agreement”) with MZHCI, LLC, an MZ Group company (“MZHCI”), pursuant to which MZHCI agreed to provide investor relations consulting services to the Company, including investor outreach, financial media coordination, IR website design and hosting, and related services. As compensation for the services, the Company agreed to (i) pay MZHCI a monthly cash fee, (ii) issue to MZHCI shares of restricted Common Stock having an aggregate value of \$100,000, valued at the closing price of the Common Stock on April 24, 2026 (the “MZHCI Initial Shares”), within 60 days following the signing of the MZHCI Agreement, and (iii) pay one-time performance-based bonuses upon the achievement of specified average daily dollar volume thresholds, the introduction of new institutional shareholders, the introduction of non-paid sell-side analyst research coverage, and the securing of dedicated Tier-1 financial media coverage, payable in cash or restricted Common Stock at the Company’s discretion. The MZHCI Initial Shares and any bonus shares issued under the MZHCI Agreement are restricted securities subject to the leak-out and lock-up provisions set forth in the Company’s Registration Statement on Form S-4 (File No. 333-288329). The MZHCI Agreement has an initial term of four months and renews automatically for successive four-month terms unless terminated by either party. The issuance of the MZHCI Initial Shares is also reported under Item 3.02 below. The foregoing description is qualified in its entirety by reference to the MZHCI Agreement, a copy of which is filed as Exhibit 10.4 hereto and is incorporated herein by reference.

Retail Sparks Marketing Services Agreement

On February 24, 2026, the Company entered into a Marketing Services Agreement (the “Retail Sparks Agreement”) with Fulcrum New Amsterdam LLC (d/b/a Retail Sparks) (“Retail Sparks”), pursuant to which Retail Sparks agreed to provide retail investor marketing and outreach services to the Company for a three-month term. As compensation for the services, the Company agreed to (i) pay Retail Sparks a monthly cash retainer, and (ii) issue to Retail Sparks that number of shares of Common Stock equal in value to \$75,000, valued at the closing price of the Common Stock on April 24, 2026 (the “Retail Sparks Shares”). The Retail Sparks Shares are restricted securities subject to the leak-out and lock-up provisions set forth in the Company’s Registration Statement on Form S-4 (File No. 333-288329). The issuance of the Retail Sparks Shares is also reported under Item 3.02 below. The foregoing description is qualified in its entirety by reference to the Retail Sparks Agreement, a copy of which is filed as Exhibit 10.5 hereto and is incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

In connection with the matters described under Item 1.01 of this Current Report on Form 8-K, the Company issued or has agreed to issue the following shares of Common Stock in transactions exempt from registration under the Securities Act of 1933, as amended (the “Securities Act”):

- Wasserman Shares. On April 27, 2026, the Company agreed to issue 200,000 shares of Common Stock to Adam K. Wasserman pursuant to the Group 10 Amendment, as more fully described under Item 1.01 above.
- MAP Shares. Pursuant to the MAP Agreement, the Company has agreed to issue to MAP up to an aggregate of 566,000 shares of Common Stock, consisting of 11,000 shares issuable upon signing, up to 415,000 target shares issuable upon achievement of specified performance milestones, and up to 140,000 bonus pool shares issuable upon achievement of additional milestones, as more fully described under Item 1.01 above.
- MZHCI Initial Shares. Pursuant to the MZHCI Agreement, the Company has agreed to issue to MZHCI shares of restricted Common Stock having an aggregate value of \$100,000, valued at the closing price of the Common Stock on December 8, 2025, as more fully described under Item 1.01 above. Any future bonus shares issuable to MZHCI under the MZHCI Agreement upon the achievement of specified milestones will be reported as and when issued.
- Retail Sparks Shares. Pursuant to the Retail Sparks Agreement, the Company has agreed to issue to Retail Sparks that number of shares of Common Stock equal in value to \$75,000, valued at the closing price of the Common Stock on April 24, 2026, as more fully described under Item 1.01 above.

The Company issued, or has agreed to issue, the foregoing shares of Common Stock (collectively, the “Issued Shares”) in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D promulgated thereunder, based on, among other things: (i) the absence of any general solicitation or general advertising in connection with each issuance; (ii) the sophistication of, and access to information regarding the Company afforded to, each recipient (and, in the case of MAP, MZHCI, and Retail Sparks, the recipient’s status as an accredited investor); and (iii) the placement of customary restrictive legends on the certificates or book-entry positions evidencing the Issued Shares. The Issued Shares have not been registered under the Securities Act and may not be offered or sold in the United States absent registration under, or an applicable exemption from, the registration requirements of the Securities Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**(b) Resignation of Directors and Officers**

Effective as of the effective time of the previously announced merger of CP Merger Sub, Inc., a wholly-owned subsidiary of the Company, with and into Z Squared Opco, Inc. (formerly Z Squared, Inc.) (the “Merger”) on April 27, 2026, each of the directors and officers of the Company serving immediately prior to the effective time of the Merger resigned from his or her respective positions with the Company. None of the resignations resulted from any disagreement with the Company on any matter relating to the Company’s operations, policies, or practices.

(c) Appointment of Officers

On April 27, 2026, the Board appointed each of the following individuals to serve in the office set forth opposite his or her name, in each case to hold office at the pleasure of the Board (subject to the terms of any applicable employment or service agreement):

- David Halabu — Co-Chief Executive Officer (principal executive officer);
- Michelle Burke — Co-Chief Executive Officer (principal executive officer);
- Brian Cogley — Chief Financial Officer (principal financial officer); and
- Elissa Stall — Corporate Secretary.

In addition, on April 27, 2026, the Board appointed Ryan Schadel to serve as Chief Marketing Officer of the Company. Mr. Schadel has been designated as an “officer” of the Company for purposes of Section 16 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and as an “executive officer” of the Company for purposes of Rule 3b-7 thereunder.

Biographical and other information regarding each of the foregoing officers required by Item 5.02(c) of Form 8-K is set forth below:

David Halabu, Age 49, Co-Chief Executive Officer. Mr. Halabu has served as Co-Chief Executive Officer and a director of the Company since April 2026. He previously served as Chief Executive Officer and a director of Z Squared Opco, Inc. (formerly Z Squared, Inc., the Company’s wholly-owned subsidiary) from June 2024 to April 2026. Since 2013, Mr. Halabu has served as a co-founder and principal of Group 10 Capital Management LLC, an investment firm focused on non-performing real estate debt, private lending, commercial value-add real estate, and residential rentals. Since late 2021, Mr. Halabu has also been involved with Broadstreet Inc. in capital markets and business strategy roles. During the past five years, Mr. Halabu has owned and operated a remediation and construction company in South Florida and has been an active investor in residential and commercial real estate projects in Florida, Michigan, and the Carolinas. Mr. Halabu holds a B.S. in Economics, with a minor in Mathematics, from Tulane University.

Michelle Burke, Age 40, Co-Chief Executive Officer. Ms. Burke has served as Co-Chief Executive Officer and a director of the Company since April 2026. She previously served as Chief Operating Officer of Z Squared Opco, Inc. (formerly Z Squared, Inc., the Company’s wholly-owned subsidiary) from June 2025 to April 2026. From July 2024 to April 2026, Ms. Burke served as Chief Executive Officer of Minting Dome, a digital asset mining and infrastructure operator, having initially joined Minting Dome as Chief Operating Officer in October 2022. From May 2021 to July 2022, Ms. Burke served as Chief Operating Officer of Wattum Management. From June 2017 to May 2021, Ms. Burke founded and operated Lab Testing API, a health technology platform connecting testing locations and medical professionals, and concurrently served as Chief Operating Officer of Personalabs. Ms. Burke holds a bachelor’s degree in E-Business Management from Newport University.

Brian Cogley, Age 39, Chief Financial Officer. Mr. Cogley has served as Chief Financial Officer of the Company since May 2023, having served in such capacity with Coeptis Therapeutics Holdings, Inc. (the Company’s predecessor) prior to the Merger. From February 2022 to May 2023, Mr. Cogley served as Senior Manager, Accounting Advisory at CFGI, LLC, where he advised pharmaceutical and financial services clients on technical accounting implementations, interim controller and SEC reporting matters, and segment reporting and carve-out engagements. From 2017 to February 2022, Mr. Cogley served as Vice President of Finance and Accounting at NexTier Bank, where he led the bank’s accounting and finance operations, including general ledger, financial planning and analysis, internal and external financial reporting, and human resources. Mr. Cogley holds a B.A. with a concentration in accounting, and a Master of Business Administration with a concentration in finance, each from Duquesne University.

Ryan Schadel, Age 48, Chief Marketing Officer. Mr. Schadel has served as Chief Marketing Officer of the Company since April 2026. Since September 2021, Mr. Schadel has also served as Chief Executive Officer of Metavesco Inc. (OTC: MVCO), a digital platform developer for companies listed on the OTC Markets. From May 2011 to February 2021, Mr. Schadel served as Chief Executive Officer of Labor Smart Inc. (OTC: LTNC), then a nationwide staffing agency. Mr. Schadel attended Kennesaw State University from 1995 to 1996, where he studied business and finance.

(d) Election of Directors

Effective as of the effective time of the Merger on April 27, 2026, the Board increased its size and elected each of David Halabu, Michelle Burke, Adam Sohn, Bryan Fuerst, and Kenneth Cooper to serve as a director of the Company, in each case to hold office until the next annual meeting of stockholders and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation, or removal.

The Board affirmatively determined that each of Adam Sohn, Bryan Fuerst, and Kenneth Cooper qualifies as an “independent director” under Nasdaq Rule 5605(a)(2), and (i) with respect to each member of the Audit Committee, satisfies the additional independence requirements of Rule 10A-3 under the Exchange Act and Nasdaq Rule 5605(c)(2), and (ii) with respect to each member of the Compensation Committee, satisfies the additional independence requirements of Rule 10C-1 under the Exchange Act and Nasdaq Rule 5605(d)(2). The Board further determined that Bryan Fuerst qualifies as an “audit committee financial expert” as defined in Item 407(d)(5)(ii) of Regulation S-K and is “financially sophisticated” for purposes of Nasdaq Rule 5605(c)(2)(A).

The Board appointed the directors to the standing committees of the Board as follows:

- Audit Committee: Bryan Fuerst (Chair), Adam Sohn, and Kenneth Cooper;
- Compensation Committee: Adam Sohn (Chair), Bryan Fuerst, and Kenneth Cooper; and
- Nominating and Corporate Governance Committee: Kenneth Cooper (Chair), Adam Sohn, and Bryan Fuerst.

Biographical information regarding each of Adam Sohn, Bryan Fuerst, and Kenneth Cooper required by Item 5.02(d) of Form 8-K is set forth below:

Adam Sohn, Age 57. Mr. Sohn has served as Chief Executive Officer of Narravance Inc., a cyber-social threat identification technology company supporting the threat intelligence and financial services sectors, since September 2022. From February 2020 to September 2022, Mr. Sohn served as Chief Executive Officer of the Network Contagion Research Institute, a non-profit organization that identifies and forecasts emerging threats to the economic, physical, and social health of civil society. From April 2019 to February 2020, Mr. Sohn served as Chief Growth Officer of the Society for Human Resource Management. Mr. Sohn previously served as Director of Communications for the cabinet of former Florida governor Jeb Bush. Mr. Sohn holds a bachelor's degree in international affairs from Columbia University. The Board believes Mr. Sohn is qualified to serve as a director due to his experience identifying and addressing emerging social and technological trends.

Bryan Fuerst, Age 52. Mr. Fuerst has served as Chief Financial Officer of Alliance Health Systems since September 2024, where he oversees the organization's accounting, audit, treasury, corporate finance, budgeting, and investor relations functions and serves as a member of the Executive Committee. From July 2001 to August 2024, Mr. Fuerst served in various capacities at Propel Health, a privately held healthcare marketing firm of which he was a founding member, including as Chief Financial Officer, Vice President of Integrations, Senior Vice President of Finance, and Chair of the Investment and Audit Committees. Mr. Fuerst began his career at Cantor Fitzgerald, where he ultimately served as Vice President of the Partnership Investing Group and Global Controller. Mr. Fuerst holds a Bachelor of Science in Accounting from LIU Post and an M.B.A. from New York University's Stern School of Business. The Board believes Mr. Fuerst is qualified to serve as a director due to his extensive financial, accounting, and executive leadership experience across the healthcare and financial services industries.

Kenneth Cooper, Age 53. Mr. Cooper has served as Founder and Chief Executive Officer of Pur Health Holdings, a behavioral healthcare company, since January 2023. From October 2007 to August 2021, Mr. Cooper served as Chief Executive Officer of North American Dental Group, a dental support organization of which he was a founding member. Mr. Cooper attended Youngstown State University. The Board believes Mr. Cooper is qualified to serve as a director due to his experience as a founder and chief executive officer of multiple healthcare organizations and his expertise in scaling private equity-backed enterprises.

There are no arrangements or understandings between any of the new directors and any other person pursuant to which such director was elected, other than as contemplated by the Agreement and Plan of Merger and Reorganization, dated as of April 25, 2025, by and among the Company, CP Merger Sub, Inc., and Z Squared Opco, Inc. There are no transactions between the Company and any of the new directors required to be disclosed under Item 404(a) of Regulation S-K.

Each of Mr. Sohn, Mr. Fuerst, and Mr. Cooper is a party to an Independent Director Agreement with the Company, dated as of June 4, 2025 (each, a "Director Agreement"). In connection with their election to the Board, the Company has adopted a Non-Employee Director Compensation Program (the "NED Program"), which provides each non-employee director with (i) an annual cash retainer of \$24,000 (plus an additional \$10,000 for the Chair of the Audit Committee), (ii) an initial restricted stock unit ("RSU") grant having an aggregate grant-date fair value of \$150,000, vesting in 36 equal monthly installments commencing on the grant date (the "Initial RSU Grant"), and (iii) an annual RSU grant having an

aggregate grant-date fair value of \$36,000 (\$50,000 for the Chair of the Audit Committee), vesting in four equal quarterly installments commencing on the first anniversary of the applicable director's appointment. Pursuant to each Director Agreement and the NED Program, each of Mr. Sohn, Mr. Fuerst, and Mr. Cooper received an Initial RSU Grant on April 27, 2026.

The foregoing descriptions of the Director Agreements and the NED Program are qualified in their entirety by reference to the full text of each such Director Agreement and the NED Program, copies of which are filed as Exhibits 10.9 and 10.10, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

(e) Compensatory Arrangements with Certain Officers

In connection with the Merger and the appointments described under Item 5.02(c) above, on April 27, 2026, the Company entered into the executive employment agreements and equity awards described below.

Halabu A&R Agreement.

The Company entered into an Amended and Restated Executive Employment Agreement (the “Halabu A&R Agreement”) with Mr. Halabu, which amends, restates, and supersedes in its entirety his Executive Employment Agreement, dated as of March 18, 2025 (the “Halabu Prior Agreement”). The Halabu A&R Agreement provides for Mr. Halabu’s continued service as Co-Chief Executive Officer of the Company on the terms set forth therein. Pursuant to Section 3(d) of the Halabu A&R Agreement, the Company granted to Mr. Halabu, on April 27, 2026, an option to purchase 500,000 shares of Common Stock at an exercise price equal to the fair market value of the Common Stock on April 27, 2026 (the “Halabu Appreciation Options”). The Halabu Appreciation Options vest in full upon the date on which the fair market value of the Common Stock has increased by 50% above its fair market value on April 27, 2026, as determined by the Board in its reasonable discretion, and remain exercisable for ten years from the grant date, subject to earlier termination in accordance with the Z Squared Inc. 2025 Incentive Compensation Plan (the “2025 Plan”) and the applicable award agreement. The Board acknowledged that the Halabu Appreciation Options represent the option grant originally contemplated by Section 3(d) of the Halabu Prior Agreement and not previously made.

Cogley A&R Agreement.

The Company entered into an Amended and Restated Executive Employment Agreement (the “Cogley A&R Agreement”) with Mr. Cogley, which amends, restates, and supersedes in its entirety his Executive Employment Agreement, dated as of June 11, 2025, as amended by the First Amendment thereto, dated as of April 3, 2026 (which First Amendment increased Mr. Cogley’s annual base salary from \$200,000 to \$250,000, effective as of January 1, 2026). The Cogley A&R Agreement provides for Mr. Cogley’s continued service as Chief Financial Officer of the Company on the terms set forth therein. Pursuant to Section 3(c) of the Cogley A&R Agreement, the Company granted to Mr. Cogley, on April 27, 2026, an option to purchase 100,000 shares of Common Stock at an exercise price equal to the fair market value of the Common Stock on April 27, 2026 (the “Cogley Appreciation Options”), with vesting and term provisions substantially similar to those of the Halabu Appreciation Options described above. In addition, pursuant to Section 3(b) of the Cogley A&R Agreement, the Company granted to Mr. Cogley, on April 27, 2026, an annual bonus award of RSUs (the “Cogley Annual Bonus RSUs”) having an aggregate grant-date fair market value equal to \$250,000, with the number of Cogley Annual Bonus RSUs determined by dividing \$250,000 by the closing price per share of the Common Stock on the Nasdaq Global Market on April 27, 2026 (rounded down to the nearest whole share). The Cogley Annual Bonus RSUs vest in equal quarterly installments over the one-year period commencing on April 27, 2026, subject to Mr. Cogley’s continued employment with the Company on each applicable vesting date.

Schadel Agreement.

The Company entered into an Executive Employment Agreement (the “Schadel Agreement”) with Mr. Schadel, which provides for Mr. Schadel’s service as Chief Marketing Officer of the Company at an initial annual base salary of \$180,000 on the terms set forth therein. Pursuant to Section 3(c) of the Schadel Agreement, the Company granted to Mr. Schadel, on April 27, 2026, an option to purchase 100,000 shares of Common Stock at an exercise price equal to the fair market value of the Common Stock on April 27, 2026 (the “Schadel Appreciation Options”), with vesting and term provisions substantially similar to those of the Halabu Appreciation Options. In addition, pursuant to Section 3(b) of the Schadel Agreement, the Company granted to Mr. Schadel, on April 27, 2026, an annual bonus award of RSUs (the “Schadel Annual Bonus RSUs”) having an aggregate grant-date fair market value of \$150,000, with the number of Schadel Annual Bonus RSUs determined by dividing \$150,000 by the closing price per share of the Common Stock on the Nasdaq Global Market on April 27, 2026 (rounded down to the nearest whole share). The Schadel Annual Bonus RSUs vest in equal

quarterly installments over the one-year period commencing on April 27, 2026, subject to Mr. Schadel's continued employment with the Company on each applicable vesting date.

2025 Incentive Compensation Plan.

The 2025 Plan was approved by the stockholders of the Company at the special meeting of stockholders held on January 30, 2026, and became effective as of the effective time of the Merger on April 27, 2026. The 2025 Plan provides for the grant of stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares, performance stock units, deferred stock awards, dividend equivalents, performance bonus awards, and other stock-based awards to employees, directors, non-employee directors, and consultants of the Company and its affiliates and subsidiaries. The 2025 Plan is administered by the Compensation Committee of the Board. The aggregate number of shares of Common Stock that may be issued or transferred pursuant to awards under the 2025 Plan may not exceed 15% of the number of shares of Common Stock issued and outstanding from time to time; the maximum number of shares deliverable upon exercise of incentive stock options is 300,000, subject to adjustment as provided in the 2025 Plan.

In connection with the adoption of the 2025 Plan, the Board approved forms of Stock Option Award Agreement, Restricted Stock Unit Award Agreement, and Restricted Stock Award Agreement to be used in connection with awards granted under the 2025 Plan.

The foregoing descriptions of the Halabu A&R Agreement, the Cogley A&R Agreement, the Schadel Agreement, the 2025 Plan, and the related forms of award agreements do not purport to be complete and are qualified in their entirety by reference to the full text of each such document, copies of which are filed as Exhibits 10.6, 10.7, 10.8, 10.11, 10.12, 10.13, and 10.14, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On April 24, 2026, the Company issued a press release announcing the closing of the Merger and the listing of the Common Stock on the Nasdaq Global Market under the trading symbol "ZSQR." A copy of that press release is furnished as Exhibit 99.3 to this Current Report on Form 8-K.

On April 28, 2026, the Company issued a press release announcing the executive leadership appointments described under Item 5.02 of this Current Report on Form 8-K. A copy of that press release is furnished as Exhibit 99.2 hereto.

On April 29, 2026, the Company issued a press release announcing the entry into the Skycore LOI described under Item 1.01 of this Current Report on Form 8-K. A copy of that press release is furnished as Exhibit 99.1 hereto.

The information contained in this Item 7.01, including Exhibits 99.1, 99.2, and 99.3, is being furnished pursuant to Item 7.01 of Form 8-K and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing of the Company under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 8.01. Other Events.

On April 27, 2026, the Board established a Board of Advisors of the Company and approved a form of Board of Advisors Agreement to be entered into between the Company and each member of the Board of Advisors. The Board of Advisors will provide non-binding strategic advice to the Board and management of the Company. Members of the Board of Advisors will not be directors of the Company and will not have any voting rights with respect to matters considered by the Board.

Pursuant to Exhibit A of the MAP Agreement (described under Item 1.01 above), the Board approved each of Pete Najarian or Jon Najarian (as designated by MAP) and Marc X. LoPresti to serve as a member of the Board of Advisors for a one-year term. The Chief Executive Officer of the Company is authorized to identify and appoint additional members of the Board of Advisors from time to time, in each case subject to the execution and delivery of a Board of Advisors Agreement.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits.**

Exhibit No.	Description
10.1	Binding Letter of Intent, dated April 28, 2026, by and among Z Squared Inc., MN Data Centers JV LLC, and Claw Holdings, LLC.
10.2	Second Amendment to Consulting Agreement, dated April 27, 2026, by and between Z Squared Inc. and Group 10 Holdings LLC.
10.3	Corporate Services Agreement, dated as of January 23, 2026, by and between Z Squared Inc. and Moneta Advisory Partners, LLC (including the Milestone-Based Equity Award Schedule attached as Exhibit B thereto).
10.4#	Investor Relations Consulting Agreement, dated December 8, 2025, by and between Z Squared Inc. and MZHCI, LLC.
10.5#	Marketing Services Agreement, dated February 24, 2026, by and between Z Squared Inc. and Fulcrum New Amsterdam LLC (d/b/a Retail Sparks).
10.6†	Amended and Restated Executive Employment Agreement, dated as of April 27, 2026, by and between Z Squared Inc. and David Halabu.
10.7†	Amended and Restated Executive Employment Agreement, dated as of April 27, 2026, by and between Z Squared Inc. and Brian Cogley.
10.8†	Executive Employment Agreement, dated as of April 27, 2026, by and between Z Squared Inc. and Ryan Schadel.
10.9†	Form of Independent Director Agreement.
10.10†	Z Squared Inc. Non-Employee Director Compensation Program.
10.11†	Z Squared Inc. 2025 Incentive Compensation Plan (incorporated by reference to Annex C to the Company's Registration Statement on Form S-4 (File No. 333-288329)).
10.12†	Form of Stock Option Award Agreement under the Z Squared Inc. 2025 Incentive Compensation Plan.
10.13†	Form of Restricted Stock Unit Award Agreement under the Z Squared Inc. 2025 Incentive Compensation Plan.
10.14†	Form of Restricted Stock Award Agreement under the Z Squared Inc. 2025 Incentive Compensation Plan.
99.1	Press Release issued by Z Squared Inc. on April 29, 2026 (Skycore).
99.2	Press Release issued by Z Squared Inc. on April 28, 2026 (Executive Appointments).
99.3	Press Release issued by Z Squared Inc. on April 24, 2026 (Closing of Merger) (furnished, not filed).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

† Indicates management contract or compensatory plan, contract, or arrangement.

Certain information contained in this exhibit, marked by brackets or asterisks, has been omitted because it is both (i) not material and (ii) is the type that the registrant treats as private or confidential. The registrant hereby agrees to

furnish supplementally an unredacted copy of the exhibit to the Securities and Exchange Commission upon its request.

SIGNATURE

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.

Date: May 1, 2026

Z SQUARED INC.

By: /s/ David Halabu

Name: David Halabu

Title: Co-Chief Executive Officer

DOCUMENT 2 OF 17: EX-10.1 · BINDING LETTER OF INTENT

Exhibit 10.1**BINDING LETTER OF INTENT****Acquisition of Skycore Digital LLC by Z Squared Inc.***April 28, 2026*

MN Data Centers JV LLC, 4 Peddlers Row, Unit #93, Newark, DE 19702 (Attn: Igor Soshkin)
 Claw Holdings, LLC, 238 Thunder Road, Rutherfordton, NC 28139 (Attn: Charlie D. Brooks II)

Re: Acquisition of the Membership Interests of Skycore Digital LLC

Ladies and Gentlemen:

This Binding Letter of Intent (this “**LOI**”) sets forth the mutually agreed principal terms and conditions upon which **Z Squared Inc.**, a Delaware corporation (Nasdaq: ZSQR) (the “**Buyer**” or “**Issuer**”), proposes to acquire 100% of the issued and outstanding membership interests (the “**Membership Interests**”) of **Skycore Digital LLC**, a North Carolina limited liability company (the “**Company**” or “**Skycore**”), from **MN Data Centers JV LLC**, a Delaware limited liability company holding 80% of the Membership Interests (“**MN Data Centers**”), and **Claw Holdings, LLC**, a North Carolina limited liability company holding 20% of the Membership Interests (“**Claw**” and, together with MN Data Centers, the “**Sellers**”). The proposed acquisition of the Membership Interests of the Company is referred to as the “**Transaction**.” Upon execution of this LOI by the Buyer and the Sellers, the parties shall be bound as set forth in Section 15 below.

1. The Transaction

At the closing of the Transaction (the “**Closing**”), the Sellers shall sell, assign, transfer, and deliver to Buyer, and Buyer shall purchase from the Sellers, all of the Membership Interests, free and clear of all liens, pledges, security interests, and encumbrances (other than restrictions arising under applicable securities laws), such that immediately following the Closing the Company shall be a wholly-owned subsidiary of Buyer.

2. Consideration

2.1 Base Closing Consideration. At the Closing, Buyer shall issue to the Sellers, pro rata in accordance with their respective percentage Membership Interests (80% to MN Data Centers and 20% to Claw), an aggregate number of shares of Buyer’s newly designated Series B Convertible Preferred Stock (the “**Series B Preferred**”) having an aggregate initial Liquidation Preference of **\$18,000,000** (the “**Base Closing Consideration**”).

2.2 Pre-Close Milestone Consideration (M-0: Power Securement). If the Sellers cause Skycore to secure **18 megawatts (MW)** of additional power capacity prior to the Closing, evidenced by (i) executed power agreements, (ii) utility commitments, (iii) executed letter(s) of authorization, service request, capacity reservation agreement, or other agreement, instrument, or written confirmation from or with the applicable utility provider, or (iv) any combination of the foregoing, evidencing that additional power capacity has been allocated, approved, reserved, committed, or otherwise made available for the benefit of Skycore or the applicable project site (collectively, the “**Utility Documentation**”), the “**M-0 Milestone**” shall be deemed achieved and Buyer shall issue to the Sellers, pro rata, additional shares of Series B Preferred at the Closing having an aggregate initial Liquidation Preference of **\$4,000,000** (the “**Milestone Consideration**” and, together with the Base Closing Consideration, the “**Consideration**”). If fewer than 18 MW are secured prior to Closing, the Milestone Consideration shall be reduced on a pro-rata basis using the formula: **Milestone Consideration = \$4,000,000 × (MW Secured ÷ 18 MW)**. The aggregate initial Liquidation Preference of all Series B Preferred issued as Consideration shall not exceed \$22,000,000. No later than five (5) business days prior to the anticipated Closing Date, the Sellers shall deliver to Buyer copies of the applicable Utility Documentation evidencing the secured MW capacity. Delivery of executed Utility Documentation from or with the applicable utility provider specifying, approving, reserving, allocating, authorizing, or

otherwise evidencing the availability of additional power capacity shall constitute prima facie evidence of achievement of the applicable MW capacity for purposes of determining satisfaction of the M-0 Milestone. Buyer shall have five (5) business days following such delivery to confirm achievement of the M-0 Milestone or to contest such achievement solely on the basis of objective and material deficiencies apparent on the face of the Utility Documentation. Buyer shall be deemed to have accepted the M-0 Milestone unless it delivers a written objection specifying such objective and material deficiencies within such five (5) business day period..

2.3 Working Capital Adjustment. The Consideration payable at closing shall be subject to a customary working-capital adjustment based on the difference between (a) Company's Net Working Capital as of 11:59 p.m. local time on the day immediately preceding the Closing Date (the "**Closing Net Working Capital**"), and (b) a target Net Working Capital amount (the "**Target Working Capital**"), in each case to be mutually agreed and set forth in the Purchase Agreement (as defined below). Any such adjustment shall be dollar-for-dollar, provided that (i) the calculation of Net Working Capital shall be prepared in accordance with GAAP applied on a basis consistent with the Company's historical accounting practices, policies, classifications and methodologies, (ii) the Purchase Agreement shall include customary definitions, illustrative examples, and dispute-resolution procedures to minimize ambiguity, (iii) the adjustment shall be subject to a customary true-up process following Closing based on a final closing statement prepared by Buyer and subject to Seller's review and comment, and (iv) the parties shall consider inclusion of a mutually agreed collar or de minimis threshold to avoid immaterial adjustments. For the avoidance of doubt, Net Working Capital shall exclude cash and cash equivalents, indebtedness, and any transaction expenses to the extent taken into account elsewhere in the calculation of Consideration, in each case as defined in the Purchase Agreement.

3. Series B Convertible Preferred Stock

The terms of the Series B Preferred will be set forth in a Certificate of Designation (the "**Certificate of Designation**") filed with the Delaware Secretary of State at or prior to the Closing, in form and substance consistent with this Section 3 and otherwise reasonably satisfactory to Buyer and the Sellers, and including the principal terms summarized below.

Term	Description
Stated Value	\$1,000 per share.
Liquidation Preference	1.0x non-participating, senior to the Common Stock and to all existing and future series of preferred stock of the Issuer; payable in cash on a liquidation, dissolution, or winding-up of the Issuer.
Dividends (Issuer Toggle)	At the Issuer's election on each quarterly payment date: (a) cash at 8.0% per annum of the then-current Liquidation Preference, payable quarterly in arrears; or (b) pay-in-kind (PIK) at 10.0% per annum, compounded quarterly, accreting to and increasing the Liquidation Preference. Mandatory cash payment commences after eight (8) consecutive quarters of PIK election.
Conversion Price	110% of the 20-day volume-weighted average price (VWAP) of the Common Stock on The Nasdaq Global Market measured as of the date of execution of this LOI, subject to customary adjustments. If the Common Stock has not traded for at least twenty (20) trading days as of the date of execution of this LOI, the VWAP shall be calculated based on the trading days available; provided, that if fewer than ten (10) trading days are available, the Conversion Price shall be based on the 20-day VWAP immediately preceding the Closing Date.
Optional Conversion	Convertible at the holder's option into Common Stock at a ratio equal to the then-current Liquidation Preference (including accreted PIK) divided by the Conversion Price.
Forced Conversion	Mandatory conversion of all outstanding Series B Preferred into Common Stock if the closing sale price of the Common Stock equals or exceeds 200% of the then-applicable Conversion Price for any twenty (20) consecutive trading days.
Annual Holder Put Right	Each holder may require the Issuer to redeem Series B shares during an annual exercise window from September 1 through September 30, with the first window opening on the second (2nd) anniversary of the Closing Date and recurring annually thereafter. Annual cap: 20% of total Series B shares issued to such holder (cumulative across base and milestone shares); unused capacity carries forward. Redemption price: \$1,000 per share plus accrued and unpaid dividends, payable in cash or in Common Stock (valued at the 20-day VWAP ending on the

	exercise date) at the Issuer's election, due within sixty (60) days of the exercise notice. Stock-form payments are subject to the Nasdaq 20% Cap fallback below.
Mandatory Redemption (Year 7)	On the seventh (7th) anniversary of the Closing Date, the Issuer shall redeem 100% of any Series B then outstanding at \$1,000 per share plus accrued and unpaid dividends, payable in cash or in Common Stock at the then-current 20-day VWAP, at the Issuer's election, subject to the Nasdaq 20% Cap fallback.
Voting	Votes with the Common Stock on an as-converted basis on all matters submitted to holders of Common Stock, subject to Nasdaq Listing Rule 5640.
Anti-Dilution	Broad-based weighted-average anti-dilution adjustment, plus customary adjustments for stock splits, stock dividends, combinations, recapitalizations, reorganizations, and similar events affecting the Common Stock, applied to the Conversion Price, Stated Value, share counts, and milestone share calculations.

Term	Description
Protective Provisions	Class consent rights of the Series B holders over: (a) issuance of senior or pari passu securities; (b) charter amendments adverse to the Series B; (c) dividends or distributions on the Common Stock while Series B is outstanding; (d) fundamental transactions; and (e) any increase in authorized Series B shares.
Information Rights / Board Observer	Quarterly unaudited and annual audited financial statements. Board observer rights for so long as the original Series B recipients (and their permitted transferees) collectively hold at least 50% of the Series B shares initially issued to them.
Tag-Along / Co-Sale	Tag-along rights on Common Stock sales by holders exceeding 5% of outstanding shares; co-sale rights on Common Stock transfers by Issuer insiders.
Registration Rights	The Issuer shall register the Common Stock issuable upon conversion of the Series B Preferred (including shares attributable to accreted PIK and to redemption-form payments) on terms to be set forth in a Registration Rights Agreement. The Issuer shall cause the registration statement to be filed within thirty (30) days following Closing, shall use reasonable best efforts to cause the registration statement to become effective as promptly as practicable thereafter, and shall maintain effectiveness until all such shares have been sold or may be sold without restriction under Rule 144. The Registration Rights Agreement shall include customary and commercially reasonable provisions regarding filing, effectiveness, maintenance of effectiveness, suspension periods, cooperation, indemnification, and other related matters, including appropriate penalty mechanisms and/or enhanced liquidity protections in the event the Issuer fails to timely file, obtain effectiveness of, or maintain the effectiveness of the registration statement, in each case subject to customary exceptions and limitations.
Nasdaq 20% Cap / Cash Fallback	To the extent any milestone issuance, when aggregated with prior issuances, would exceed the thresholds of Nasdaq Listing Rule 5635 (including the 19.99% threshold), the Issuer shall promptly seek shareholder approval. If such approval is not obtained within ninety (90) days of submission, the Issuer shall pay the affected milestone in cash at \$1,000 per Series B share equivalent (i.e., the Stated Value of the shares that would otherwise have been issued) in lieu of issuing additional Series B shares. The same Nasdaq 20% Cap fallback applies to any stock-form payment under the Annual Holder Put Right or the Year 7 Mandatory Redemption.

4. Closing; Definitive Documentation

4.1 Target Closing Date. The transaction shall be a bifurcated sign and close. The parties shall use their respective reasonable best efforts to consummate the Closing on or before the date that is sixty (60) days following execution of the Purchase Agreement, subject only to the receipt by Buyer of any applicable required stockholder approval pursuant to market exchange rules.

4.2 Definitive Documentation; Members' Representative. As soon as reasonably practicable after the execution of this LOI, the parties shall commence to negotiate definitive transaction documentation consisting of: (a) a Membership Interest Purchase Agreement (the "**Purchase Agreement**"); (b) the Certificate of Designation; (c) a Site Management Services Agreement; (d) a Consulting Agreement with Charlie D. Brooks II; (e) a Registration Rights Agreement; (f) a Lock-Up Agreement among the Sellers and Buyer; and (g) such other ancillary agreements and instruments as are customary for transactions of this type (collectively, the "**Definitive Documentation**"), relating to Buyer's acquisition of all the Membership Interests, to be drafted by Buyer's counsel. The Definitive Documentation shall reflect, and be consistent in all material respects with, the terms set forth in this LOI. **Igor Soshkin** (primary) and **Charlie D. Brooks II** (alternate) (together, the "**Members' Representative**") shall be jointly authorized to act on behalf of the Sellers for milestone certifications, dispute resolution, indemnity claims, and all post-Closing communications with Buyer, on terms to be set forth in the Purchase Agreement.

5. Representations, Warranties, and Covenants

The Purchase Agreement will contain representations and warranties customary for transactions of this type, including, but in no way limited to: (a) of the Sellers: due organization, authority and enforceability, title to Membership Interests (free and clear), and non-contravention; (b) of the Company: due organization and good standing, capitalization, financial statements, absence of undisclosed liabilities, absence of certain changes, material contracts (including power agreements and utility commitments), real property, intellectual property, data privacy, employee and labor matters, employee benefits, tax, litigation, compliance with laws, permits, environmental, customer and supplier matters, and customary fundamental representations; and (c) of Buyer: due organization and good standing, corporate authority, valid authorization and issuance of the Series B Preferred (and of the Common Stock issuable upon conversion), Nasdaq listing and compliance, SEC reporting compliance, and non-contravention. The Purchase Agreement will also contain interim operating covenants customary for transactions of this type, including covenants restricting material actions by the Company between signing and Closing, a non-solicitation covenant binding on the Sellers and the Company, covenants to obtain required consents and approvals, and reasonable cooperation covenants with respect to regulatory matters, SEC disclosure, and tax matters.

6. Conditions Precedent to Closing

The obligations of the parties to consummate the Transaction shall be subject to the satisfaction (or waiver by the party entitled to the benefit thereof) of customary conditions precedent, including:

- (a) completion of Buyer's legal, financial, tax, operational, and technical due diligence on the Company, with results reasonably satisfactory to Buyer, such condition to expire on the date that is thirty (30) days after the date of this LOI;
- (b) execution and delivery of the Definitive Documentation by all parties thereto;
- (c) Buyer shall have amended its certificate of incorporation as necessary to authorize and designate the Series B Preferred, and shall have filed the Certificate of Designation with the Delaware Secretary of State; Buyer shall use commercially reasonable efforts to obtain any required approvals in connection therewith;
- (d) delivery of the unanimous written consent of the Sellers, in their capacities as members of the Company, pursuant to the Skycore operating agreement;
- (e) receipt of all required governmental and regulatory approvals, including expiration or termination of any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, if applicable;
- (f) to the extent required under Nasdaq Listing Rule 5635 or any other applicable Nasdaq listing rule, receipt of the requisite approval of Buyer's shareholders (subject to the Nasdaq 20% Cap / Cash Fallback set forth in Section 3);
- (g) accuracy of the parties' respective representations and warranties, and performance in all material respects of their respective covenants, in each case subject to customary materiality qualifiers;
- (h) absence of any material adverse effect with respect to the Company since the date of this LOI; and
- (i) absence of any law, order, judgment, or injunction prohibiting or making illegal the consummation of the Transaction.

7. Exclusivity

From the date hereof until the earliest of (a) the Closing, (b) termination of this LOI in accordance with Section 11, and (c) 11:59 p.m. Eastern Time on the date that is ninety (90) days after the date of this LOI (the **"Exclusivity Period"**), the Sellers and the Company shall not, and shall cause their respective officers, directors, managers, employees, affiliates, members, agents, advisors, and other representatives (collectively, **"Representatives"**) not to, directly or indirectly: (i) solicit, initiate, encourage, facilitate, entertain, or respond to any expression of interest, inquiry, proposal, or offer from any person other than Buyer or its Representatives relating to any acquisition, merger, recapitalization, investment in, sale of substantially all assets of, or other change-of-control transaction involving the Company or any material portion of its Membership Interests or assets (any such transaction, an **"Alternative Transaction"**); (ii) furnish any non-public information to, or engage in any discussions or negotiations with, any person in connection with any Alternative Transaction; or (iii) enter into any agreement, arrangement, understanding, or commitment with respect to any Alternative Transaction. The Sellers and the Company shall promptly (and in any event within two (2) business days) notify Buyer in writing of any inquiry, proposal, or offer received during the Exclusivity Period with respect to an Alternative Transaction, including the identity of the proposing party and the material terms thereof.

8. Due Diligence; Access to Information

From the date hereof until the earlier of the Closing and the termination of this LOI, the Sellers shall cause the Company to afford Buyer and its Representatives reasonable access, during normal business hours and upon reasonable prior notice, to the Company's properties, books, records, contracts, personnel, accountants, and advisors, and shall furnish to Buyer and its Representatives all such information concerning the Company and its business, operations, financial condition, and prospects (including in respect of the M-0 Milestone) as Buyer may reasonably request. All information provided pursuant to this Section 8 shall be subject to the Confidentiality Agreement referenced in Section 13.

9. Good-Faith Negotiation

Each party shall negotiate in good faith, and shall cause its Representatives to negotiate in good faith, the Definitive Documentation on the basis of, and consistent with, the principal terms set forth in this LOI, with a view toward executing and delivering the Definitive Documentation as promptly as reasonably practicable.

10. Publicity; Public Disclosure

The parties acknowledge that Buyer is a public company subject to the Securities Exchange Act of 1934, as amended, and Nasdaq listing rules, and that Buyer intends to (a) file a Current Report on Form 8-K disclosing the execution of this LOI and attaching this LOI as an exhibit thereto, and (b) issue a press release regarding the Transaction (together, the **"Announcement"**). Buyer shall provide the Members' Representative a reasonable opportunity to review and comment on portions of the Announcement describing the Sellers or the Company, and shall consider in good faith any comments timely received; provided, that Buyer shall retain sole authority over the content of the Announcement and any related SEC filings to the extent required by applicable law or Nasdaq rules. Except as provided in the Announcement or as required by applicable law or stock exchange rule, no party shall issue any press release or make any public statement with respect to this LOI or the Transaction without the prior written consent of the other parties (such consent not to be unreasonably withheld, conditioned, or delayed).

11. Termination; Drop Dead Date; Break-Up Fee

11.1 Termination Events. This LOI may be terminated prior to the Closing:

- (a) by mutual written agreement of Buyer and the Members' Representative;

(b) by either Buyer or the Members' Representative upon written notice if the Definitive Documentation has not been executed by June 30, 2026 (the "**Drop Dead Date**"), provided that the right to terminate under this clause 11.1(b) shall not be available to any party whose material breach of this LOI has been the primary cause of such failure; the Drop Dead Date may be extended by mutual written agreement;

(c) by either Buyer or the Members' Representative upon written notice if the other party has materially breached any binding provision of this LOI and such breach is not cured within ten (10) business days of written notice thereof; and

(d) by Buyer upon written notice delivered on or before the date that is thirty (30) days after the date of this LOI if the results of Buyer's due diligence are not reasonably satisfactory to Buyer.

11.2 Buyer Break-Up Fee. If Buyer terminates this LOI or the Purchase Agreement without cause (and other than as a result of a material breach by the Sellers or the Company, a failure of a condition precedent set forth in Section 6, or pursuant to Section 11.1(d)), Buyer shall pay to the Sellers a break-up fee of **\$500,000** in cash (the "**Break-Up Fee**") within thirty (30) business days after such termination. For purposes hereof "for cause" means, with respect to any termination by Buyer of this LOI or the Purchase Agreement, that such termination arises from any of the following: (a) a material breach by any Seller or the Company of any binding provision of this LOI or, after execution of the Purchase Agreement, of any representation, warranty, or covenant therein (including any failure to consummate the Closing when required to do so); (b) the failure of any condition precedent to Buyer's obligation to consummate the Closing (whether set forth in Section 6 hereof or in the Purchase Agreement) to be satisfied, or the clear inability for such closing condition to be satisfied within a reasonable time or at all, at or prior to the Closing, other than where such failure is primarily the result of Buyer's material breach; (c) Buyer's exercise of its termination right under Section 11.1(d) (due diligence) or any corresponding due diligence termination right under the Purchase Agreement; or (d) the failure of the Definitive Documentation to be executed by the Drop Dead Date, or the failure of the Closing to occur by any outside date set forth in the Purchase Agreement.

11.3 Survival. Sections 10, 11, 12, 13, 14, 15 and 16 shall survive the termination of this LOI in accordance with their terms. Termination of this LOI shall not relieve any party from liability for any willful breach hereof prior to such termination.

12. Expenses

Except as expressly provided in this LOI or the Definitive Documentation, each party shall bear its own costs and expenses (including fees and expenses of its legal, accounting, tax, and financial advisors) incurred in connection with this LOI, the negotiation of the Definitive Documentation, and the Transaction, whether or not the Transaction is consummated.

13. Confidentiality

The mutual confidentiality obligations set forth in the Confidentiality Agreement among the Sellers and Buyer attached as Exhibit A to the Binding Term Sheet (the "Confidentiality Agreement") are incorporated herein by reference and remain in full force and effect. Subject to Section 10 and any disclosures required by applicable law or Nasdaq rules, the existence and terms of this LOI, and any information exchanged in connection herewith, shall constitute Confidential Information for purposes of the Confidentiality Agreement.

14. Governing Law; Dispute Resolution

This LOI shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to its conflict-of-laws principles. Any dispute arising out of or relating to this LOI shall be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, with the seat of arbitration in Wilmington, Delaware. Notwithstanding the foregoing, any party may seek injunctive or equitable relief in any court of competent jurisdiction to enforce the binding provisions of this LOI (including Section 7) or to preserve the status quo pending resolution of any arbitration.

15. Binding Nature; Framework

The parties hereby agree on, and commit to, the principal terms of the Transaction as set forth in Sections 1 through 6, and each party undertakes to negotiate the Definitive Documentation in good faith on the basis of, and consistent with, those principal terms; however, the obligation of the parties to consummate the Transaction is subject in all respects to the execution and delivery of the Definitive Documentation and the satisfaction (or waiver, where permitted) of the conditions precedent set forth in Section 6 and in the Definitive Documentation. Sections 7 through 16 (collectively, the **"Binding Provisions"**) are intended to be, and upon execution of this LOI by Buyer and the Sellers shall be, the legally binding and enforceable obligations of the parties hereto.

16. Miscellaneous

16.1 Entire Agreement. This LOI, together with the Confidentiality Agreement and the Binding Term Sheet between the parties, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements, negotiations, and understandings with respect thereto; provided, that to the extent of any conflict between this LOI and the Binding Term Sheet, this LOI shall control.

16.2 Amendment; Assignment. This LOI may be amended, modified, or waived only by a written instrument signed by Buyer and the Members' Representative (acting on behalf of the Sellers). No party may assign this LOI without the prior written consent of the other parties; provided, that Buyer may assign its rights and obligations hereunder to a wholly-owned subsidiary of Buyer, with Buyer remaining primarily liable.

16.3 Counterparts; General. This LOI may be executed in any number of counterparts, each of which shall be deemed an original; signatures delivered by facsimile or electronic means (including .pdf or DocuSign) shall be deemed originals. This LOI is for the sole benefit of the parties and their respective successors and permitted assigns. If any provision of this LOI is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall negotiate in good faith a substitute provision that reflects, as closely as possible, the parties' original intent.

[Remainder of Page Intentionally left Blank; Signature Page Follows]

If the foregoing accurately reflects our mutual agreement, please so indicate by executing this Letter of Intent in the space provided below, whereupon this Letter of Intent shall constitute a binding agreement among the parties as of the date first written above.

Z SQUARED INC.By: /s/ David HalabuName: David Halabu
Title: CEO**MN DATA CENTERS JV LLC**By: MN DATA CENTERS LLC

Its: Sole Member

By: Minting Dome Inc
Its: Sole MemberBy: /s/ Igor SoshkinName: Igor Soshkin
Title: Director**CLAW HOLDINGS, LLC**By: /s/ Charlie D. Brooks IIName: Charlie D. Brooks II
Title: CEO

DOCUMENT 3 OF 17: EX-10.2 · SECOND AMENDMENT TO CONSULTING AGREEMENT

Exhibit 10.2**SECOND AMENDMENT TO CONSULTING AGREEMENT**

This **SECOND AMENDMENT TO CONSULTING AGREEMENT** (this “**Amendment**”) is made and entered into as of April __, 2026, by and between **Z Squared, Inc.**, a Wyoming corporation (the “**Company**”), and **Group 10 Holdings, LLC**, a New Jersey limited liability company (the “**Consultant**” and, together with the Company, the “**Parties**” and each, a “**Party**”).

RECITALS

WHEREAS, the Company and the Consultant entered into that certain Letter Agreement, dated June 24, 2025 (the “**Original Agreement**”);

WHEREAS, the Parties amended the Original Agreement pursuant to that certain First Amendment to Consulting Agreement, dated January 2, 2026 (the “**First Amendment**” and, together with the Original Agreement, the “**Agreement**”);

WHEREAS, the Consultant has provided strategic, operational, and transactional advisory services to the Company in connection with, among other things, the Company’s business combination with Coeptis Therapeutics Holdings, Inc. and the listing of the Company’s common stock on the Nasdaq Global Market (collectively, the “**Transaction**”), which Transaction has been successfully completed; and

WHEREAS, in recognition of the Consultant’s contributions to the successful completion of the Transaction, the Company’s board of directors has approved, and the Parties now desire to amend the Agreement to provide for, the issuance of an additional 200,000 shares of the Company’s common stock to the Consultant.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. AMENDMENT TO SECTION 3 (FEES AND EXPENSES)

1.1 Addition of Section 3.5. A new Section 3.5 is hereby added to the Original Agreement, immediately following Section 3.4, to read in its entirety as follows:

“3.5 Transaction Bonus Shares.

(a) In recognition of Consultant’s contributions to the successful completion of the Company’s business combination with Coeptis Therapeutics Holdings, Inc. and the listing of the Company’s common stock on the Nasdaq Global Market (the “**Transaction**”), and as additional consideration for services rendered under this Agreement, the Company shall issue to Consultant an additional 200,000 shares of the Company’s common stock, \$0.001 par value (the “**Bonus Shares**”). The Bonus Shares shall be validly issued, fully paid, and non-assessable, and shall not be subject to any vesting restrictions, forfeiture, repurchase, or any price-based lock-up, volume-based leak-out, or similar transfer restrictions.

(b) The Company shall use its commercially reasonable efforts to include the Bonus Shares for resale on a resale registration statement on Form S-1 (or such other form as may be available) to be filed by the Company with the SEC.

(c) Consultant hereby reaffirms, as of the date of the Second Amendment to this Agreement and with respect to the Bonus Shares, each of the representations and warranties set forth in Section 7.2, as if fully restated

herein with respect to the Bonus Shares, including, without limitation, Consultant's status as an "accredited investor" within the meaning of Regulation D under the Securities Act and Consultant's investment intent.

(d) Consultant acknowledges that the Bonus Shares have not been registered under the Securities Act or any state securities laws and, until registered, will constitute "restricted securities" as defined in Rule 144 under the Securities Act. The Bonus Shares may not be pledged, transferred, sold, offered for sale, hypothecated, or otherwise disposed of except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom, and in compliance with applicable state securities laws."

2. MISCELLANEOUS

2.1 No Other Changes. Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

2.2 References to the Agreement. From and after the date of this Amendment, each reference in the Agreement to "this Agreement," "hereof," "herein," "hereunder," or words of similar import shall be deemed to refer to the Agreement as amended by this Amendment.

2.3 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply.

2.4 Counterparts. This Amendment may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the date first above written.

Z SQUARED, INC.

By: _____

Name: David Halabu

Title: Chief Executive Officer

GROUP 10 HOLDINGS, LLC

By: _____

Name: Adam Wasserman

Title: Manager

DOCUMENT 4 OF 17: EX-10.3 · CORPORATE SERVICES AGREEMENT

Exhibit 10.3

CORPORATE SERVICES AGREEMENT

This Services Agreement (this “**Agreement**”) is entered and effective as of 1/23/2026 (the “**Effective Date**”), by and between Z Squared Inc., a Wyoming corporation (the “**Company**” or “**ZSQR**”) and Moneta Advisory Partners, LLC, a Delaware limited liability company (“**MAP**” and together with the Company, the “**Parties**”, or individually as a “**Party**”).

RECITALS

A. MAP has agreed to provide certain services to the Company as set forth below and the Company has agreed to engage MAP to provide such services.

B. The Parties would like to enter into this Agreement to define the Parties' rights and obligations under which MAP shall provide services to the Company.

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto and of other good and valuable consideration, the receipt and sufficiency of such are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE 1
SERVICES ARRANGEMENT

1.1 Services. MAP agrees to provide services to the Company, on the terms and conditions set forth below.

1.2 Term. The term of this Agreement shall begin on the Effective Date and continue until the End of Term Date set forth on Exhibit A unless terminated earlier by either Party pursuant to Article 3 (the “**Term**”).

1.3 Duties. MAP agrees to undertake and perform all duties and services set forth on Exhibit A to this Agreement (the “**Services**”). MAP shall perform the Services herein faithfully, diligently, to the best of MAP's ability, and at all times in the best interests of the Company. MAP shall perform the Services in a good, safe and workmanlike manner, in accordance with the best industry practices, and with at least the same degree of skill, care and diligence ordinarily expected of skilled and experienced contractors and consultants engaged in similar services in the same or similar circumstances and conditions. Company shall ensure that all materials containing the name and/or likeness of any of MAP's principals or affiliates shall be approved by MAP prior to release and shall contain legal disclaimers and disclosures as may be determined appropriate by MAP.

1.4 Policies. MAP shall adhere to and comply with the policies and procedures adopted by the Company, as amended from time to time, and the laws, regulations, policies and industry standards of all applicable regulatory agencies, stock exchanges and security commissions.

1.5 Definitions. For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below.

(a) Celebrity means an individual who is widely recognized by the general public and who has achieved substantial prominence in one or more of the following fields: business, finance, investing, sports, entertainment, media, or digital content creation.

(b) Milestone means a specific performance condition described in Exhibit B that must be fully completed in order for the applicable equity award to be earned.

(c) Milestone Achievement Date means the date on which the Company delivers written confirmation to MAP that a Milestone has been achieved.

(d) Qualifying Podcast means a podcast that has a demonstrable audience substantially comprised of investors or market participants relevant to the Company's capital markets objectives.

(e) Company Approval means written approval by the Company's Compensation Committee of the Board of Directors, which may be provided by email.

1.5 Independent Contractor.

(a) It is the express intention of the Company and MAP that MAP perform the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute MAP as an agent or employee of the Company. Without limiting the generality of the foregoing, MAP is not authorized to bind the Company to any liability or obligation or to represent that MAP has any such authority in connection with the Services.

(b) MAP acknowledges and agrees that MAP shall not be eligible for any Company employee benefits and, to the extent MAP otherwise would be eligible for any Company employee benefits but for the express terms of this Agreement, MAP (on behalf of itself and any of its employees) hereby expressly declines to participate in such Company employee benefits.

(c) MAP shall have full responsibility for applicable withholding taxes for all compensation paid to MAP under this Agreement, and for compliance with all applicable labor and employment requirements with respect to MAP and its principals / employees (as the case may be). MAP agrees to indemnify, defend, and hold the Company harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor, or employment requirements, including any liability for, or assessment of, withholding taxes imposed on the Company by the relevant taxing authorities with respect to any compensation paid to MAP.

1.6 Disqualification. MAP represents and warrants to the Company that MAP does not have any "bad actor" disqualification set forth in Rule 506(d) of Regulation D under the Securities Act of 1933, as amended (the "**Securities Act**").

1.7 No Guarantee of Success. Company acknowledges and agrees that while MAP will provide the services hereunder on a "best efforts" basis, MAP makes no guarantee that the initiatives undertaken on behalf of or in conjunction with the Company will be successful in achieving desired results. Company further acknowledges that the impact and degree of success achieved in connection with the Services is subject to a variety of factors beyond MAP's control including, but not limited to, financial market volatility.

1.8 Force Majeure. MAP shall be liable or responsible to the Company, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted MAP's (for the purposes of this Section 1.8 the "Impacted Party") reasonable control, including, without limitation, the following force majeure events ("**Force MajeureEvent(s)**") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

ARTICLE 2 COMPENSATION

2.1 Payments. The Company shall pay MAP, as remuneration for Services, the fee(s) set forth in Exhibit A.

2.2 Milestone Based Equity Compensation. Any equity compensation payable to MAP or its affiliates pursuant to this Agreement shall be issued solely upon the achievement of the specific milestones set forth on Exhibit B Milestone Based Equity Award Schedule attached hereto and incorporated herein by reference. No shares of common stock, warrants, options, or other equity securities shall be earned, vested, or issuable unless and until the applicable milestone has been fully achieved. The number of shares issuable upon the achievement of each milestone shall be strictly limited to the amounts expressly set forth on Exhibit B and no equity compensation shall accrue or vest on a time only basis.

2.3 Release Schedule. Vested shares will be released to the recipient on a quarterly basis. For example, all shares vested from milestones achieved between January 1 and March 31 will be released on or before April 15.

2.4 Equity Issuance Restrictions. Notwithstanding anything to the contrary contained in this Agreement, any and all shares of common stock, warrants, options, or other equity securities of the Company issued to MAP or any of its affiliates pursuant to this Agreement shall be subject in all respects to the leak out and lock up provisions set forth in the Company's Registration Statement on Form S 4, which was declared effective by the Securities and Exchange Commission on December 23, 2025, including without limitation the provisions described in Section 9 titled "Subsequent Events."

Such leak out and lock up restrictions shall apply automatically, shall be binding upon MAP and any permitted transferee of such securities, and shall be in addition to, and not in lieu of, any other transfer restrictions imposed by applicable federal or state securities laws, including without limitation Rule 144 promulgated under the Securities Act of 1933, as amended, or any successor or comparable rule or regulation.

MAP acknowledges and agrees that no sale, transfer, pledge, or other disposition of any such securities may occur unless and until such disposition is permitted under the applicable leak out and lock up provisions, all applicable securities laws, any required holding periods, volume limitations, manner of sale requirements, and notice filings have been fully satisfied.

2.5 Reimbursement for Business Expenses. Except for expenses associated with the Services specifically enumerated on Exhibit A that shall be inclusive of the Fee Payments by Company, unless otherwise agreed upon, during the Term of this Agreement, the Company shall reimburse MAP for all other reasonable, documented and **pre-approved** out of pocket traveling and other expenses actually, properly and necessarily incurred by MAP in connection with the performance of the Services in accordance with the policies set from time to time by the Company, in its sole discretion. MAP shall furnish such receipts, vouchers or other evidence as are required by the Company to substantiate such expenses.

ARTICLE 3 TERMINATION

3.1 Termination. Either party shall have the right to terminate this Agreement upon written notice, with or without "Cause" (as defined below), prior to the expiration of the Term. Whatever the circumstances of the termination may be, the Parties shall continue to be bound after termination by Articles 4, 5, 6, 7, 8, 9 and 10 of this Agreement. The date of any termination pursuant to this Section 3.1 shall be referred to as the "**Termination Date**".

3.2 Termination for Cause or Termination by either Party. If the Company terminates this Agreement for Cause (as defined below), if the Company terminates this Agreement without Cause but the Company subsequently

discovers facts that would of have justified a termination for Cause as of the original termination date or if MAP terminates this Agreement, MAP shall forfeit any and all equity compensation or bonus compensation not already received by MAP or not already vested as of the Termination Date.

3.3 Cause. For purposes of this Agreement, "Cause" shall mean the following (i) MAP's commission of an act of fraud, theft or dishonesty against the Company, as determined in the reasonable discretion of the Company; (ii) willful or wanton misconduct, recklessness, or gross negligence by MAP in the performance of the Services, as determined in the reasonable discretion of the Company; (iii) if MAP is determined by a court of competent jurisdiction to have a "bad actor" disqualification as set forth in Rule 506(d) of Regulation D under the Securities Act of 1933, as amended, (iv) a material breach by MAP of any obligation of MAP under this Agreement, as determined in the reasonable discretion of the Company, and (v) unwillingness of MAP to perform the Services continuing for a period of fifteen (15) business days after notice to MAP. **"Cause"**, with respect to MAP's termination of the Company, shall mean the discovery of any material irregularity discovered by MAP (or its representatives) with respect to any of the Company's regulatory filings, financial statements, or other information provided to current or prospective investors, regulators, or other third parties, as determined in the reasonable discretion of MAP. In the event of MAP's termination of the Agreement for Cause, MAP shall be entitled to retain all compensation issued or otherwise due to MAP hereunder.

3.4 Upon termination of this Agreement for any reason, only equity awards corresponding to milestones that have been fully achieved as of the Termination Date shall be deemed earned, and all unachieved milestone-based equity awards shall automatically terminate and be forfeited with no further obligation of the Company.

ARTICLE 4 NON-SOLICITATION AND NON-COMPETE

4.1 Non-Solicitation of Employees. So long as MAP is receiving payments from the Company and for two (2) years following such time, MAP shall not directly or indirectly solicit for employment or for independent contractor work any employee of the Company or its affiliates and shall not encourage any such employee to leave the employment of the Company or its affiliates.

4.2 Non-Compete. MAP agrees that so long as MAP is receiving payments from the Company, MAP will not be an employee, agent, director, owner, partner, MAP, creditor of or otherwise directly or indirectly be connected with or provide services to or participate in the management, operation or control of any Person which is in direct or indirect competition to the Company. **"Person"** means any individual or entity including, but not limited to, any corporation, a limited liability company, an association, a partnership, an organization, a business, an individual, a governmental or political subdivision thereof or a governmental agency.

ARTICLE 5 REPRESENTATIONS OF MAP

5.1 Representations of MAP. MAP hereby represents and warrants the following to the Company:

(a) MAP shall provide a prominent notice on all newsletters and websites/webcasts/interview materials and other communications with investors or prospective investors in which MAP may be reasonably deemed to be giving advice or making a recommendation that MAP has been compensated for its services and received securities of the Company (directly or indirectly) specifically referencing Company by name and the number of warrants received (directly or indirectly) and will profit from its promotional activities for Company, including the number of warrants and whether it has or will be making sales during any period. MAP agrees that it will not conceal at any time if it will, directly or indirectly, be selling shares while promoting the Company's securities and recommending that investors purchase the stock of Company. MAP covenants and agrees that it will at all times engage in acts, practices and courses of business that comply with Section 17(a) and (b) of the Securities Act, as well as Section 10(b) of the Exchange Act of 1934, as amended (the **"Exchange Act"**), and has adopted policies and procedures adequate to assure all of MAP's personnel are aware of the limitation on their activities, and the disclosure obligations, imposed by such laws and the rules and regulations promulgated thereunder. MAP is aware that the federal securities laws restrict trading in the Company securities while in possession of material non-public information concerning the Company as well as the requirements of

Regulation FD that prohibit communications of material non-public information, and the requirements thereof in the event of an unintentional or inadvertent non-public disclosure. MAP agrees to immediately inform Company in the event that an actual or potential Regulation FD disclosure has occurred and assist counsel in the method by which corrective steps should be taken. MAP acknowledges that with respect to any Company securities now or at any time hereafter beneficially owned by MAP or any of its affiliates, that it will refrain from trading in the Company's securities while it or any such affiliate is in possession of material non-public information concerning the Company, its financial condition, or its business and affairs or prospects.

(b) MAP and its employees and representatives shall at all times comply with any and all applicable federal, state, local or foreign laws, including securities laws, rules and regulations of any court, government or unit or agency thereof in its performance of the Services.

ARTICLE 6 CONFIDENTIALITY

6.1 Nondisclosure. MAP acknowledges that in the course of providing Services to the Company, MAP will have access to certain Confidential Information not available to the public. For purposes of this Agreement, "Confidential Information" includes, but is not limited to, information about either the Company's clients, the terms and conditions under which the Company or its affiliates deals with clients, pricing information for the purchase or sale of assets, customer lists, research materials, manuals, computer programs, formulas for analyzing asset portfolios, techniques, data, marketing plans and tactics, technical information, lists of asset sources, the processes and practices of the Company, all information contained in electronic or computer files, all financial information, salary and wage information, and any other information that is designated by the Company or its affiliates as confidential or that MAP knows or has reason to know is confidential, including information provided by third parties that the Company or its affiliates are obligated to keep confidential, and all other confidential or proprietary information of the Company or its affiliates. MAP acknowledges that all Confidential Information is and shall continue to be the exclusive property of the Company or its affiliates, whether or not prepared in whole or in part by MAP and whether or not disclosed to or entrusted to MAP in connection with Services provided to the Company. MAP agrees not to disclose Confidential Information, directly or indirectly, under any circumstances or by any means, to any third persons without the prior written consent of the Company. MAP agrees that it will not copy, transmit, reproduce, summarize, quote, or make any commercial or other use whatsoever of confidential information, except as may be necessary to perform work done by MAP for the Company. MAP agrees to exercise the highest degree of care in safeguarding Confidential Information, and will, in any event, employ the same practices it uses to protect its own Confidential Information of similar nature, against loss, theft or other inadvertent disclosure and agrees generally to take all steps necessary or requested by the Company to ensure maintenance of the confidentiality of the Confidential Information, which shall in any case be no less than reasonable care. MAP will be responsible for any breach of confidentiality or act or omission by its employees or representatives in violation of this Agreement.

6.2 Exclusions. Section 6.1 shall not apply to the following information: (a) information now and hereafter voluntarily disseminated by the Company to the public or which otherwise becomes part of the public domain through lawful means; (b) information already known to MAP as documented by written records which predate the Effective Date; (c) information subsequently and rightfully received from third parties and not subject to any obligation of confidentiality; and (d) information independently developed by MAP after termination of its services without using or referring to the confidential information of the Company or its affiliates.

6.3 Subpoenas; Cooperation in Defense of the Company. If MAP, during the Term or thereafter, is served with any subpoena or other compulsory judicial or administrative process calling for production of Confidential Information or if MAP is otherwise required by law or regulation to disclose Confidential Information, MAP will immediately, before making any such production or disclosure, notify the Company in writing and provide it with such information as may be necessary for the Company to take such action as the Company deems necessary to protect its interests. MAP agrees to cooperate reasonably with the Company, whether during the Term or thereafter, in the prosecution or defense of all threatened claims or actual litigation in which the Company is or may become a party, whether now pending or hereafter brought, in which MAP has knowledge of relevant facts or issues. MAP shall be reimbursed for its reasonable expenses and for travel time due to cooperating with the prosecution or defense of any litigation for the Company.

6.4 Confidential Proprietary and Trade Secret Information of Others. MAP represents that it has disclosed to the Company all agreements to which MAP is or has been a party regarding the confidential information of others and MAP understands that MAP's execution of this Agreement with the Company will not require MAP to breach

any such agreement. MAP will not disclose any such Confidential Information to the Company nor induce the Company to use any trade secret or proprietary information received from another under an agreement or understanding prohibiting such use or disclosure.

6.5 No Unfair Competition. MAP hereby acknowledges that the sale or unauthorized use or disclosure of any of the Company's Confidential Information including any materials obtained by MAP by any means whatsoever, at any time before, during, or after the Term shall constitute unfair competition. MAP shall not engage in any unfair competition with the Company or its affiliates either during the Term, or at any time thereafter.

6.6 Non-Use. MAP acknowledges that it is aware that (i) the Confidential Information being furnished to it may contain material, non-public information regarding the Company and its affiliates and (ii) the United States and Canadian securities laws prohibit any persons who have material, nonpublic information concerning the matters which are the subject of this Agreement, from purchasing or selling securities of a the Company using such information or from communicating such information to any person (including its affiliates) under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities in reliance upon such information. MAP agrees that it and its controlled affiliates will not trade in the securities of the Company while in possession of material nonpublic information or at all until the time you and such controlled affiliates can do so in compliance with all applicable laws and without breach of this Agreement. MAP further confirms that it has in place internal information protection mechanisms to prevent unauthorized use of the Confidential Information.

6.7 Remedies. The Company shall have all remedies available in law and equity against MAP (including special and consequential damages) for damages to the Company caused by the violations of Articles 4 or 6 and may in its discretion enforce the specific performance of this Agreement or any term hereof.

ARTICLE 7 COMPANY'S OWNERSHIP IN MAP'S WORK

7.1 Company's Ownership. MAP agrees that all inventions, discoveries, improvements, trade secrets, formulae, techniques, processes, and know-how, whether or not patentable, and whether or not reduced to practice, that are conceived or developed during the Term, either alone or jointly with others, if on the Company's time, using the Company's equipment, supplies, facilities, or trade secret information or relating to the Company shall be owned exclusively by the Company, and MAP hereby assigns to the Company all of MAP's rights, title, and interest in all such intellectual property. MAP agrees that the Company shall be the sole owner of all domestic and foreign patents or other rights pertaining thereto, and further agrees to execute all documents that the Company reasonably determines to be necessary or convenient for use in applying for, prosecuting, perfecting, or enforcing patents or other intellectual property rights, including the execution of any assignments, patent applications, or other documents that the Company may reasonably request. This provision is intended to apply only to the extent permitted by applicable law.

7.2 Ownership of Copyrights. MAP agrees that all original works of authorship not otherwise within the scope of Section 7.1 that are conceived or developed during MAP's engagement with the Company, either alone or jointly with others, if on the Company's time, using the Company's facilities, or relating to the Company shall be owned exclusively by the Company, and MAP hereby assigns to the Company all of MAP's rights, title, and interest in all such original works of authorship. MAP agrees that the Company shall be the sole owner of all rights pertaining thereto, and further agrees to execute all documents that the Company reasonably determines to be necessary or convenient for establishing in the Company's name the copyright to any such original works of authorship. MAP shall claim no interest in any inventions, copyrighted material, patents, or patent applications unless MAP demonstrates that any such invention, copyrighted material, patent, or patent application was developed before he began providing any services for the Company. This provision is intended to apply only to the extent permitted by applicable law.

7.3 Ownership of Records. Any written record that MAP may maintain of inventions, discoveries, improvements, trade secrets, formulae, processes, or know-how, whether or not patentable and whether or not reduced to practice, and any such records relating to original works of authorship made by MAP, alone or jointly with others, in the course of MAP's engagement with the Company shall remain the property of the Company. MAP shall furnish the Company with any and all such records immediately upon request.

7.4 Return of Company's Property and Materials. Upon termination of MAP's Services with the Company for whatever reason, the Company may elect that MAP shall promptly deliver to the Company, destroy with written proof of destruction, or permanently erase in a secure manner, all Company property and materials that are in MAP's possession or control, including all of the information described as Confidential Information in Section 6.1 of this Agreement and including all other information relating to any inventions, discoveries, improvements, trade secrets, formulae, processes, know-how, or original works of authorship of the Company. At the request of the Company, MAP shall provide the Company a written confirmation, confirming the return or destruction of all such information discussed above.

ARTICLE 8 INDEMNIFICATION

8.1 By the Company. The Company agrees to indemnify and hold harmless MAP with respect to any liability (and actions in respect thereof) incurred by MAP by virtue of a breach of this Agreement by the Company and any reckless, negligent, fraudulent or intentional misconduct of the Company or its officers, directors or representatives and shall reimburse MAP for any reasonable and documented legal expenses reasonably incurred in connection with investigating or defending any such liability or action, provided that the Company shall have the right to control the defense of any claim giving rise to such liability and no such claim shall be settled without the consent of Company. The foregoing provisions shall survive termination of this Agreement and any investigation with respect thereto by any party hereto and shall not apply to any such losses, claims, related expenses, damages or liabilities arising out of or in connection with MAP's willful misconduct, fraud, negligence or material breach of this Agreement.

8.2 By MAP. MAP agrees to indemnify and hold harmless the Company (including each of its directors, officers, employees, partners and agents) with respect to any liability (and actions in respect thereof) incurred by the Company by virtue of a breach of this Agreement by MAP, use of any unapproved content or divergent content from what the Company approves for dissemination, and any reckless, negligent, fraudulent or intentional misconduct of MAP and shall reimburse the Company for any reasonable and documented legal expenses reasonably incurred in connection with investigating or defending any such liability or action. The foregoing provisions shall survive termination of this Agreement and any investigation with respect thereto by any party hereto and shall not apply to any such losses, claims, related expenses, damages or liabilities arising out of or in connection with Company's willful misconduct, fraud, negligence or material breach of this Agreement.

ARTICLE 9 ARBITRATION

Except for disputes, controversies, or claims or other actions seeking injunctive or equitable relief, which may be brought before any court having jurisdiction, any controversy, dispute, or claim ("**Claim**") arising out of, relating to, or in connection with this Agreement, whatsoever between MAP and the Company, or any of its affiliated entities or any of its employees, officers, directors, agents, and representatives of the Company or its affiliated entities, shall be settled by binding arbitration, at the request of either Party, under the rules of the American Arbitration Association. The arbitrator shall be a retired federal or state judge with at least ten-year's experience as a judge. The arbitrator shall apply New York law. The demand for arbitration must be in writing and made within the applicable statute of limitations period. The arbitration shall take place in New York, NY. The Parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery. The arbitrator shall prepare in writing and timely provide to the Parties a decision and award which includes factual findings and the reasons upon which the decision is based.

The decision of the arbitrator shall be binding and conclusive on the Parties, except as may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper

jurisdiction. Each Party shall bear its own fees and costs incurred in connection with the arbitration, except that the arbitrator may award attorneys' fees and costs in accordance with applicable law.

Both the Company and MAP understand and agree that by using arbitration to resolve any Claims between MAP and the Company (or its affiliates) they waive any right that they may have as between them to a judge or jury trial with regard to those Claims.

ARTICLE 10 MISCELLANEOUS

10.1 Entire Agreement; Waiver. This Agreement together with any exhibits or schedules attached hereto, including any documents expressly incorporated into it by the terms of this Agreement, constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements, understandings, negotiations, and discussions relating to the subject matter of this Agreement. With this Agreement the Parties rescind any previous agreements or arrangements between themselves. Any supplement, modification, waiver, or termination of this Agreement is valid only if it is set forth in writing and signed by both Parties. The waiver of any provision of this Agreement shall not constitute a waiver of any other provisions and, unless otherwise stated, shall not constitute a continuing waiver.

10.2 Amendments. This Agreement can be modified only by a written instrument executed by MAP and the Company or its successor on behalf of the Company.

10.3 Severable Provisions. The provisions of this Agreement are separate and distinct, and if any provisions are determined to be unenforceable in whole or in part, the remaining provisions, and the enforceable parts of any partially unenforceable provisions, shall nevertheless be enforceable.

10.4 Surviving Terms. The provisions of Articles 4, 5, 6, 7, 8, 9 and 10 shall survive the Term of this Agreement and the termination of MAP's Services.

10.5 Successors and Assigns. The Company may assign its rights and delegate its duties under this Agreement. MAP may assign his rights under this Agreement only with the Company's prior written consent. MAP may not delegate its duties under this Agreement.

10.6 Cooperation. From and after the termination of MAP's Services to the Company, MAP agrees, upon the Company's request, to reasonably cooperate in any investigation, litigation, arbitration or regulatory proceeding regarding events that occurred during the time that MAP is retained by the Company or its affiliates. MAP shall make itself reasonably available to consult with the Company's counsel, to provide information and to appear to give testimony. The Company will, to the extent permitted by law, reimburse MAP for any reasonable out-of-pocket expenses that MAP incurs in extending such cooperation, so long as MAP provides the Company with advance written notice of MAP's request for reimbursement and provides satisfactory documentation of the expenses.

10.7 License of and Limitations on Use of Content, Name(s) & Likeness. The content, MAP's name and tradenames, name and likenesses of MAP principals and all associated content created hereunder will be owned by MAP and its principals, as applicable. Upon receipt of the compensation due to MAP hereunder, MAP hereby provides a fully-paid, royalty-free, limited duration license to Company to utilize the content solely and exclusively as set forth on Exhibit A and B hereto. The aforementioned license shall terminate upon termination of this Agreement.

10.8 Governing Law. Regardless of the choice of law provisions of New York or of any other jurisdiction, New York law shall in all respects govern the validity, construction, and interpretation of this Agreement.

10.9 Headings. Section and subsection headings do not constitute part of this Agreement. They are included solely for convenience and reference, and they in no way define, limit, or describe the scope of this Agreement or the intent of any of its provisions.

10.10 Notice. Any notice or other communication required or permitted under this Agreement shall be in writing to the addresses set forth on **Exhibit A** and shall be deemed to have been given (i) if personally delivered, when so delivered, (ii) if mailed, two weeks after having been placed in the United States mail, registered or certified, postage prepaid, addressed to the Party to whom it is directed at the address listed below, (iii) by national overnight delivery

service upon receipt, and (iv) if by email shall be effective only when the recipient, by return or reply email or notice delivered by other method provided for in this Section 10.10, acknowledges having received that email, upon receipt of an automatic “read receipt” or similar acknowledgement of the receipt of an email by the sender, or where recipient ‘replies’ to such prior email, including the body of the prior email in such ‘reply’. In order for a Party to change its address or other information for the purpose of this section, the Party must first provide notice of that change in the manner required by this section.

10.11 Advice of Counsel. The Parties each agree and represent that they (i) have had advice of counsel of their choosing or had the opportunity of obtaining advice of counsel, in the negotiation and the preparation of this Agreement, (ii) have read this Agreement, and (iii) are fully aware of the contents and legal effect of this Agreement.

10.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Company shall not be bound by compensation set forth on Exhibit A unless such exhibit is initialed by the Company representative signing this Agreement on behalf of the Company.

10.13 Non-Disparagement. Each Party agrees to take no action which is intended or would reasonably be expected, to harm the other Party or its reputation or which would reasonably be expected to lead to unwarranted or unfavorable publicity to such Party. Such actions shall include disparaging remarks, comments or statements that impugn the character, honesty, integrity, morality or business acumen or abilities in connection with any aspect of the operation of the other Party's business.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

Z SQUARED INC.

By: /s/ David Halabu
Name: David Halabu
Title: CEO

MONETA ADVISORY PARTNERS, LLC

By: /s/ Marc X. LoPresti
Name: Marc X. LoPresti
Title: Managing Director

EXHIBIT A

Scope of Services - Venture Evangelism. Capitalized terms used in this Exhibit A shall have the meanings set forth in the Agreement. In addition to the services set forth on the attached Exhibit B, MAP's services hereunder will included:

- i. Make MAP's principals available to attend weekly meetings (virtually or in-person where possible) to discuss strategies for the effective usage of the services listed below.
- ii. Provide advice and input with respect to the Company's structure, investment offerings (as well as terms and conditions thereof) and related materials.
- iii. Serve on ZSQR Advisory Board for one (1) year (Pete or Jon Najarian, Marc X. LoPresti).
- iv. Conduct one (1) interview at the NYSE or the NASDAQ (featuring Jon Najarian) that will be used to create awareness of ZSQR and its offerings.
- v. The content referenced in the foregoing paragraph may be distributed as follows:
 - a. Over social media (Twitter, Instagram, etc.) on MAP (as determined by MAP) and Company-controlled accounts, (including via sponsored posts and advertising)
 - b. In conjunction with the "Rebel's Edge" program
 - c. Email & Social Media campaigns
 - d. On the ZSQR Landing Page
- vi. Feature the Company on no less than six (6) episodes of MAP's affiliate "The Rebels Edge" streaming broadcast (with associated audiograms and social media promotion thereof).
- vii. Curate one (1) investor-focused private "roadshow" dinner event in NYC or Miami.
- viii. Opportunistically broadcast edited clips of the aforementioned content as interstitial content during live and virtual events.
- ix. Provide opportunistic Broadcast Media Placement (financial news networks) and mention of the Company in recurring media appearances (in the discretion of MAPs principals and subject to network guidelines).

B. End of Term Date: January __, 2027

C. Fees & Expenses: Equity compensation shall be governed exclusively by the milestone-based equity award schedule set forth on Exhibit B.

D. Broker/Dealer. MAP is not a Broker/Dealer and will not be acting as one. MAP does not engage in web based, hype promotion. MAP will not discuss the Company's stock price (current or projected) in connection with the services described hereunder. MAP and the Company shall comply in all respects with applicable federal and state securities laws. The Company undertakes and agrees to use its best efforts to remain compliant in their filings under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

A-1

E. Disclaimers. Company understands and agrees that all content created under this Agreement will contain such disclaimers and disclosures as are necessary under applicable securities laws and shall be reasonably approved by both Parties hereto.

F. Addresses. For purposes of notice under this Agreement the addresses of the Company and MAP are as follows:

Company: Z Squared Inc.
550 South Andrews Avenue Suite 700
Fort Lauderdale, Florida 3330
Attn: David Halabu, CEO
Email: dh@zsquaredinc.com

MAP: Moneta Advisory Partners, LLC
235 West Van Buren, Suite 4509
Chicago, IL 60607
Attn: Marc X. LoPresti, CEO
Email: mxlopresti@idi.group

EXHIBIT B

Milestone Based Equity Award Schedule

This Exhibit B Milestone Based Equity Award Schedule is attached to and incorporated into that certain Services Agreement dated January __, 2026, by and between Z Squared Inc. and Moneta Advisory Partners, LLC.

Capitalized terms used but not defined in this Exhibit B shall have the meanings set forth in the Agreement.

1. Milestone Based Structure. Any equity compensation payable to MAP or its affiliates pursuant to the Agreement shall be performance based and earned solely upon the achievement of the specific milestones set forth in the tables attached hereto as part of this Exhibit B.

2. All or Nothing Vesting. Each milestone listed herein shall be binary in nature. Upon the achievement of a milestone, one hundred percent of the shares allocated to such milestone shall vest, subject to the terms of the Agreement. If a milestone is not achieved, no portion of the shares allocated to such milestone shall vest.

3. Change of Control. Any RSUs that are unvested as of immediately prior to the effective time of the Change of Control shall become fully vested immediately prior to the effective time of the Change of Control.

Milestone Based Equity Award Schedule

This **Milestone Based Equity Award Schedule** is subject in all respects to the **Services Agreement dated January __, 2026** between Z Squared Inc. and Moneta Advisory Partners, LLC. Capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement. *Capitalized terms used herein and not defined herein shall have the meanings set forth in the Services Agreement dated January __, 2026.*

<u>Category</u>	<u>Milestone</u>	<u>Deliverable Details</u>	<u>Verification</u>	<u>Share Release Amount</u>	<u>Moneta Comments / Questions</u>
Cat 1: Content & Media	Branded Content Output	12+ ZSQR-branded posts/month quarterly	Analytics screenshots or post links	10,000	
	Video Content	6+ short-form videos referencing ZSQR quarterly	Video links and views report	10,000	
	Long-Form Feature Series	3+ long-form video or podcast segments quarterly	YouTube/Spotify links	10,000	
	Earned Media Mentions	6+ media appearances publicly aired or articles printed and distributed mentioning ZSQR	Links or broadcast proof	10,000	
Cat 2: Events & Representation	Speaking Engagements	6+ investor or industry events with ZSQR sponsorship	Event photos, materials, or attendee lists	10,000	
	CEO Interview NASDAQ/NYSE	CEO Interview NASDAQ/NYSE	Broadcast/Transcript Proof	10,000	
	Ring Bell on Listing Day	Ring Bell on Listing Day (NASDAQ/NYSE)	Event Photos/Video Proof	10,000	
	CEO Interviews	3+ CEO publically aired interviews on Media Platforms	Video or transcript proof	10,000	
	Investor Dinners/Roadshows	9+ curated investor events (25+ attendees each) annually	RSVP list & summary report	10,000	
Cat 3: Strategic Partnerships	Strategic Introductions	5+ introductions to investors or partners	Intro email or meeting log	15,000	
	Celebrity Endorsement	Celebrity(ies) Influencer publically endorse ZSQR	Verification of Endorsement Publication proof	15,000	
Cat 4: Broadcast & Digital	Market Rebellion Integration	6+ Investment Club feature + research publications annually		15,000	
	Audience Reach	Achieve 5M+ total impressions within 6 months, emails	Analytics dashboards	15,000	
	Major TV/Podcast Placement**	Appear and aired on 3+ national programs (CNBC, FoxBiz, Broadcast links or official summaries etc.)		15,000	
	Syndicated Segment Creation	Produce recurring ZSQR-branded market segment	Show schedule or streaming links	15,000	
Cat 5: Market Influence	YouTube/Streaming Milestone	Reach 250K+ cumulative views in a quarter	View analytics screenshots	15,000	
	Retail Community Campaigns	Host 2+ AMAs/Spaces/forums with 10K+ engagement	Engagement screenshots or recording links	45,000	
Cat 6: Institutional Awareness	Institutional Coverage	Secure first formal analyst coverage/research note	Analyst report or publication copy	45,000	
	Tier 1 Financial Publications	Secure and aired feature/interview in Barron's, WSJ, etc.	Article link or clipping	45,000	
	Conference Presence	ZSQR presentation at 3+ major finance conferences	Conference materials or event photos	45,000	
Cat 7: Digital Metrics	Follower Growth Targets	Reach +100K net followers across official ZSQR channels	Social media analytics reports	20,000	
	SEO Milestone	Achieve Page 1 Google ranking for 'Z Squared stock'	SEO analytics report	20,000	
Totals					
Initial (Signing) Grant				11,000 Target Shares	
	415,000 Bonus Pool			140,000 Total Potential Shares	
	566,000				

*The attached milestone schedule is valid for a strict **one-year term**("Year 1"). Subsequent grants for the two following years will be governed by new, mutually agreed-upon milestone schedules to be issued annually.*

All equity awards described herein are subject to the terms of the Services Agreement dated January __, 2026, the Company's Registration Statement on Form S 4 declared effective on December 23, 2025, and all applicable federal and state securities laws including Rule 144. No public resale may occur except in compliance with such requirements.

Achievement of each performance milestone must be officially verified and certified in writing by the Compensation Committee of the Board of Directors.

Exhibit 10.4

New York • Chicago • San Diego • Aliso Viejo • Austin • Minneapolis • Taipei • São Paulo

www.mzgroup.us

INVESTOR RELATIONS CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made as of the date last signed below by and between Z Squared, Inc. (hereinafter referred to as the "Company" or "ZSQR") and MZHCI, LLC, a MZ Group Company (hereinafter referred collectively as the "Consultant" or "MZHCI").

EXPLANATORY STATEMENT

The Consultant has investor relations consulting expertise, and possesses valuable knowledge, and experience in the areas of business finance and corporate investor relations. The Company desires to retain the Consultant to perform consulting services for the Company under this Agreement.

NOW, THEREFORE, in consideration of their mutual Agreements and covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the affixation by the parties of their respective signatures below, the parties agree as follows:

CONSULTING SERVICES

- 1.1 MZHCI agrees that commencing on the 8th day of December 2025 (the "Effective Date"), the Consultant will reasonably be available during regular business hours to perform the services set forth in Section I below (the "Services"). The Company shall be responsible for the accuracy and completeness of all data and information provided to MZHCI for purposes of its performance of Services under this Agreement.
- 1.2 MZHCI shall render services to the Company as an independent contractor, and not as an employee, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. The Services shall be performed in a manner consistent with generally accepted industry standards, in a professional and workmanlike manner. ZSQR shall cooperate with Consultant in its performance of Services under this Agreement, including without limitation providing Consultant with reasonable facilities and timely access to data, information and personnel of ZSQR.



I. SCOPE OF SERVICES, PROGRAMS AND DELIVERABLES

The following Services shall be performed by MZHCI during the Term:

MZHCI will develop and implement a stock market support system for ZSQR with the general objective of expanding awareness in ZSQR among stockbrokers, analysts, and small-cap portfolio/fund managers.

INVESTOR RELATIONS

- A. Complete IR audit (including full review of the investor database, IR website and all investor facing collateral and public documentation)
- B. Understand the financials and all operating metrics of ZSQR in detail, facilitating interactions with new and current investors.
- C. Senior account manager and single point of contact for all investors and streamlining of all communication and IR functionality.
- D. Formulate the investment story and outline all possible pockets of investors by size, vertical, and geographic focus, investment style
- E. Develop and update FAQ
- F. Investor presentation updates
- G. IR website design and hosting
- H. Quarterly earnings management (procuring dial-ins, drafting of release and script, management of call)
- I. Press release drafting, input and dissemination
- J. Facilitate incoming and outgoing investor/shareholder calls. Screen all parties before allowing communication with management.
- K. Shareholder database management and build-out
- L. Downstream financial website review to ensure accuracy of all company-specific information
- M. Management coaching and advice for Regulation FD best practices relating to media and investor communications
- N. Targeted sell-side banking & research introductions
- O. Investor conference targeting, invites and management
- P. Roadshows with detailed follow-up
- Q. Assist with planning and coordination of all aspects of analyst days and annual shareholder meetings
- R. Assist management with crisis communications, timely and consistently
- S. Provide any relevant advice requested by management of the Company with respect to public markets and trading dynamic of the stock to help management make the right decisions
- T. Conduct intermittent perception studies: contact shareholders/analysts and prospective investors on as needed basis to gather feedback and views of Company's health and management's efficiency and ability to execute vs. expectations



INVESTMENT AWARENESS AND OUTREACH

A. Consultant will use good faith efforts to make introductions to investors worldwide utilizing a proprietary, robust database:

- i. Analysts (both generalists and industry specialists)
- ii. Portfolio Managers/Institutions
- iii. High Net Worth Investors & Family Offices
- iv. Financial Publications

FINANCIAL MEDIA

MZHCI will work to coordinate opportunities that position ZSQR in financial news channels to build and enhance the company's image among stakeholders. MZ will focus on identifying and engaging appropriate media to encourage interest in ZSQR's news, achievements and milestones related to its corporate goals.

Services include:

- A. Media training
- B. Identification and outreach to financial media across print, online, broadcast, podcast
- C. Identification and financial media positioning around industry developments
- D. Creation of financial media facing content
- E. FAQ message development to support significant corporate initiatives

INVESTOR RELATIONS WEBSITE DESIGN AND HOSTING

MZ will design, develop and host a company-specific investor relations website for ZSQR upon request.

Website features include:

- A. Hosting infrastructure with Amazon AWS data center hosting in the United States.
- B. Fully responsive layout structure with customization of logo, content, map, images and color, following the Brand Identity Manual
- C. Top-tier security with https
- D. Initial SEO preparation and URL customization
- E. GDPR Compliance – MZ is committed to the General Data Protection Regulation and protecting Personally Identifiable Information. In addition to the GDPR compliance, our policies and procedures follow the rigorous controls set out in ISO 27001:2013
- F. Automated Feed for regulatory filings and press releases, as needed
- G. Easy to manage CMS for full autonomy
- H. 24x7 support team to provide our clients with an outstanding customer experience

II. TERM

This agreement becomes effective upon the Effective Date and shall remain effective for a period of four (4) months (the "Initial Term"), unless terminated earlier as set forth below. Upon expiration of the Initial Term, this agreement shall automatically renew every four (4) months thereafter unless either party to the other delivers sixty (60) days written notice of termination prior to the end of the then-current term. Notwithstanding anything to the contrary, MZHCI may terminate this Agreement and cease services if the Company fails to timely pay the Compensation set forth in Section III below. On any such termination, the Company shall still be obligated to pay the Compensation set forth in Section III through the remainder of the then current Term.



III. COMPENSATION

Cash	\$*** USD per month The first month's payment is due immediately and all subsequent payments are due within fifteen (15) days of each month of service. In the event MZHCI does not receive payment by the 15th day of each month of service, the Company shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law. At each annual anniversary of the Effective Date of this Agreement, a 5% COLA (Cost of Living Adjustment) increase will be applied to the cash fee.
Equities	The Company will issue MZHCI \$100,000 worth of restricted Z Squared, Inc. common stock within sixty (60) days of the signing of the Agreement, valued at the closing price on the Effective Date of this Agreement. The Company will also issue one time performance-based bonuses ("Performance Bonus") paid either in cash or common stock at the Companies discretion MZHCI upon completion of the following milestones during the term of the engagement: • 30-Day Average Daily Dollar Volume ("Dollar Volume"): - o If the Dollar Volume of ZSQR exceeds \$1,750,000 USD, the Company will pay MZHCI a Performance Bonus of \$50,000 USD - o If the Dollar Volume of ZSQR exceeds \$2,600,000 USD, the Company will pay MZHCI a Performance Bonus of \$100,000 USD - o If the Dollar Volume of ZSQR exceeds \$3,500,000 USD, the Company will pay MZHCI a Performance Bonus of \$150,000 USD - o If the Dollar Volume of ZSQR exceeds \$5,000,000 USD, the Company will pay MZHCI a Performance Bonus of \$300,000 USD • New Institutional Shareholders: For each introduction that MZHCI makes resulting in an investor purchasing ***% or greater of the total shares outstanding of ZSQR ("New Investors"), the Company will pay MZHCI a Performance Bonus of *** USD. The New Investors shall be verified via public filings, such as 13F, 13G or 13D filings, or brokerage statements for any non-filing shareholders. The position must be held for a minimum of 60 days. • Sell-Side Analyst Coverage: For each introduction that MZHCI makes which results in non-paid, institutional research coverage for ZSQR ("Research Coverage"), the Company will pay MZHCI a Performance Bonus of *** USD. • Tier-1 Financial Media Coverage: If MZ secures Tier-1 Financial Media coverage ("Media Coverage"), the Company will pay MZHCI a Performance Bonus of *** USD. For the avoidance of doubt, Dollar Volume shall be calculated by the average daily trading volume over the last thirty (30) days, multiplied by the closing price on the day of the calculation. In addition, Tier-1 financial media coverage will be defined by dedicated coverage in Bloomberg, The Wall Street Journal, Reuters, Barrons, Forbes, USA Today, or comparable high-profile national outlets. At the sole discretion of the Company, the Performance Bonuses may be paid in either cash (\$ USD), or restricted common stock, which will be calculated using the closing

price of common stock on the day each respective milestone is achieved. In all instances, the Performance Bonuses are due to MZHCI within twenty (20) days of achieving each milestone. The Initial Shares shall be deemed earned, fully paid, and non-forfeitable pursuant to the terms hereof (without delay) the Company shall post on EDGAR a Form 8-K, 10-Q or 10-K, or other acceptable SEC filing, reporting on its entry into an Agreement with MZHCI within three (3) months. In addition, any shares granted for Performance Bonuses shall be deemed earned, fully paid, and non-forfeitable once each corresponding milestone above is achieved.

Share Restriction: All shares issued under this Agreement shall be restricted securities and shall be subject in all respects to the leak out and lock up provisions described in Section 9 on page F 78 titled Subsequent Events of the Company's effective Form S4 Registration Statement dated December 23, 2025. No shares issued hereunder may be sold, transferred, or otherwise disposed of except in full compliance with such provisions and applicable securities laws.

Required language: On December 8, 2025, Z Squared, Inc. entered into an investor relations consulting agreement with MZHCI, LLC.

**Expense
Reimbursement**

Only expenses that would ordinarily be incurred by the Company will be billed back on a monthly basis. Applicable reimbursements would include creation, printing, and postage for investor packages, fees for news wire services. Any packages requiring additional photocopying/ printing will be billed back to the Company at cost (with no mark-up).

Any extraordinary items, such as broker lunch presentations, air travel, hotel, ground transportation or media campaigns, etc. shall be paid by the Company.



IV. PRIOR RESTRICTION

MZHCI represents to the Company that it is not subject to, or bound by, any Agreement which sets forth or contains any provision, the existence or enforcement of which would in any way restrict or hinder MZHCI from performing the services on behalf of the Company that MZHCI is herein agreeing to perform.

V. ASSIGNMENT

This Agreement may not be assigned by the Company without the prior written consent of MZHCI. This Agreement may be assigned by MZHCI in the event of a sale of substantially all of the assets of MZHCI. Subject to the foregoing, the rights and obligations under this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, legatees, successors, and permitted assigns.

VI. CONFIDENTIALITY

Except as required by law or court order, MZHCI will keep confidential any trade secrets or confidential or proprietary information of the Company which hereinafter may become known to MZHCI and MZHCI shall not at any time directly or indirectly disclose or permit to be disclosed any such information to any person, firm, or corporation or other entity, or use the same in any way other than in connection with the business of the Company and in any case only with prior written permission of ZSQR. For purposes of this Agreement, "trade secrets or confidential or proprietary information" includes information unique to or about the Company including but not limited to its business and that is not known or generally available to the public. It is understood and agreed that MZHCI's obligations pursuant to this section survive the termination of this Agreement.

VII. DEFAULT

1. Except as set forth below in this subparagraph 1, any claim or controversy arising under any of the provisions of this Agreement shall be determined by arbitration in Orange County, California in accordance with the Commercial Arbitration Rules (or International Dispute Resolution Procedures if Company is domiciled outside of the United States) of the American Arbitration Association. The decision of the Arbitrator shall be binding and conclusive upon the parties. Notwithstanding the foregoing in this subparagraph 1, MZHCI may, in its sole discretion, forego arbitration and commence litigation in the event that the claim(s) to be asserted relate to or involve: (a) amounts owing by Company to MZHCI under this Agreement; or (b) the need for equitable or injunctive relief. Each party shall pay its own costs and expenses in any such arbitration. In all cases, this Agreement shall be governed by, and construed in accordance with, the laws of the State of California, USA, without regard to conflict of law principles. Sole and exclusive venue for any arbitration or litigation arising under this Agreement shall lie, as appropriate, in the AAA office or the state and federal courts located in Orange County, California and the Company hereby consents to such jurisdiction. The prevailing party shall be entitled to reimbursement of all fees and costs incurred, including attorney, filing, travel, and anything reasonably associated with the arbitration or litigation.



2. MZHCI warrants that the Services provided by it shall be performed in a professional manner. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, MZHCI MAKES NO REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY. In the event of a breach by MZHCI of this Agreement, the Company's sole remedy against MZHCI shall be to re-perform the Services in accordance with the warranty.

Notwithstanding the foregoing, in no event shall the liability of MZHCI, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by the Company under this Agreement. Further, in no event shall MZHCI have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if the Company has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, MZHCI shall not be liable in respect of any decisions made by the Company as a result of the Services.

3. Since MZHCI must at all times rely upon the accuracy and completeness of information supplied to it by the Company's officers, directors, agents, and employees, the Company agrees to indemnify, reimburse, hold harmless and defend MZHCI, its directors, officers, agents, and employees at the Company's expense, against any and all losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses and disbursements (and any and all actions, suits, proceedings and investigations in respect thereof and any and all legal and other costs, expenses and disbursements in giving testimony or furnishing documents in response to a subpoena or otherwise), including, without limitation, the costs, expenses and disbursements, as and when incurred, of investigating, preparing or defending any such action, suit, proceeding or investigation, directly or indirectly, caused by, relating to, based upon, arising out of or in connection with this Agreement, including which may arise out of and/or be due to any material misrepresentation in such information supplied by the Company to MZHCI (or any material omission by the Company that caused such supplied information to be materially misleading).

4. MZHCI agrees to indemnify, hold harmless and defend the Company, its officers, directors, employees, and agents from and against any and all claims, actions, proceedings, losses, liabilities, costs and expenses (including without limitation reasonable attorney's fees) incurred by any of them in connection with, as a result of, and or due to any actions or inactions or misstatements by MZHCI, its officers, agents, or employees regarding or on behalf of the Company whether as a result of the gross negligence or intentional misconduct in rendering services under this Agreement or otherwise.

VIII. SEVERABILITY AND REFORMATION

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, invalid or unenforceable provisions were never a part hereof, and the remaining provisions shall remain in full force and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance; but in any such event this Agreement shall be construed to give effect to the severed provision to the extent legally permissible.

IX. NOTICES

Any notices required by this Agreement shall (i) be made in writing and delivered to the party to whom it is addressed by hand delivery, by certified mail, return receipt requested, with adequate postage prepaid, or by courier delivery service (including major overnight delivery companies such as Federal Express and UPS), (ii) be deemed given when received, and (iii) in the case of the Company, be mailed to its principal office at

ZSquared, Inc., 550 South Andrews Ave. Ste 700, Fort Lauderdale FL 33301 and in the case of MZHCI, be mailed to MZHCI, LLC, 1200 6th Avenue, Suite 21, Columbus, GA 31901.



X. MISCELLANEOUS

1. This Agreement may not be amended, except by a written instrument signed and delivered by each of the parties hereto.
2. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and all other agreements relating to the subject matter hereof are hereby superseded.
3. This Agreement may be executed in any number of counterparts, each of which shall constitute an original. Signatures delivered via facsimile or electronic transmission shall be binding upon the party so delivering such a signature, regardless of whether originally executed signatures are subsequently delivered.

In Witness Whereof, the parties have executed this Consulting Agreement as of the day and year last written below.

AGREED:

MZHCI, LLC

By: /s/ Greg Falesnik

Greg Falesnik, CEO

Date: 12/23/2025

Z Squared, Inc.

By: /s/ David Halabu

David Halabu

Date: December 23, 2025

Exhibit 10.5



Executing a Retail Investor Marketing campaign for Z Squared Inc.

Client: Z Squared Inc.
Delivered on: 2/24/26
Submitted by: Retail Sparks



OVERVIEW AND GOALS



Dear Ryan,

In the world of retail investor marketing, the term “proper marketing campaign” has been tossed around so much that it risks becoming a cliché. But here’s the reality: retail investors demand more than buzzwords—they seek transparency, engagement, and value. If we had a Bitcoin for every generic retail investor marketing promise, we’d be crypto tycoons. We are thrilled to present a tailored strategy to engage and captivate retail investors, combining data-driven insights and interactive content.

Our retail investor marketing strategy focuses on engaging and educating your audience through interactive content, community-building, and targeted outreach. We will execute a series of initiatives designed to build trust, foster transparency, and drive participation across key platforms. Key deliverables include:

- Launch and manage the official Z Squared retail investor subreddit to cultivate a strong and engaged retail shareholder base on Reddit.
- Post regular updates across multiple potent retail investing social media communities to reach active retail investor traders and long-term investors.
- Host high-impact AMAs and executive interviews across X, YouTube, and Discord, spotlighting Z Squared's milestones, partnerships, and upcoming company updates.
- Monthly live sessions hosted on Retail Sparks financial partner networks, connecting Z Squared with tens of thousands of active retail investors on a monthly basis.
- Publish due diligence reports in key retail investor platforms and execute monthly content marketing campaigns that will garner multi-platform visibility across Reddit, X, Stocktwits, and Discord.

It has been great speaking with you and we are excited to partner with you to deliver the best results possible moving forward. We are looking forward to discussing next steps with you.

Sincerely,

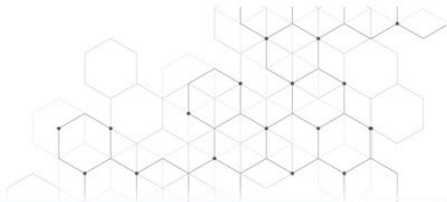
Retail Sparks Team

The 'Z Squared Inc. Social & Investor Engagement Timeline' below highlights the timeframe per service we are offering. Upon signing the proposal we are prepared to start working as per our timeline below.





COSTS STRUCTURE



The outline below details the estimated costs for each service we offer. Upon approval and signing of the proposal, we are ready to begin work according to the specified schedule.

Campaign Cost Overview	Cost
Services Retainer Package for 3 months	\$[***] / month cash \$75,000 total equity grant
One-time Software and Infrastructure Campaign Activation Setup Fee	\$[***] Waived for Z Squared Team

** Any real time news from Z Squared Inc. will be integrated and disseminated across social media platforms including X, Reddit, Discord, and other investor communities to ensure visibility and engagement.



OPERATIONAL AGREEMENT

This Marketing Services Agreement ("Agreement") is made and entered into this 2/24/26 ("Effective Date"), by and between Fulcrum New Amsterdam LLC (DBA Retail Sparks), a Wyoming limited liability company ("Retail"), and Z Squared Inc. ("Company");

Engagement: Company hereby hires Retail as the Company's marketing agency for the Company's retail investor outreach campaign (the "Campaign") with the objective of generating retail investor awareness for the Company through any online or offline means, including but not limited to via Reddit, X, Discord, Facebook, Google, social media sites and any other means permissible by law (the "Services").

Fees: Retail reserves the right to interrupt the Services if the account becomes past due. This interruption in Services does not relieve Company of financial responsibility to pay any and all outstanding balances and future fees due, including but not limited to, payment which shall come due for all periods in which Company remains in arrears

Term: The term of this Agreement will commence upon the Effective Date and shall continue as mentioned above in the "timeframe" and "cost structure" sections. This contract can be terminated sooner with a 30 day notice in accordance herewith (the "Term").

Termination: Either party may terminate this Agreement at any time by delivering written notice of termination to the other party no less than thirty (30) days prior to the effective date of such termination.

Effect of Termination: The Company shall pay Retail for all services rendered and work performed up to the effective date of termination. Accordingly, Retail will send to the Company a final bill for the last month of Services prorated by the number of days of Services for the respective month prior to termination. The Company shall pay the invoice within ten (10) days of receipt.



Independent Contractor: The parties agree that Retail will perform the Services as an independent contractor of the Company (not an employee of the Company) for the duration of this Agreement. The Company acknowledges that Retail may engage third-party suppliers and other vendors and subcontractors (“Subcontractors”) from time to time to perform the Services. Retail shall supervise such Services and endeavor to guard against any loss to Company as the result of the failure of Subcontractors to properly execute their commitments, but Retail shall not be responsible for their failure, acts, or omissions, except where such failure, acts, or omissions are due to Retail’s negligence or willful misconduct. If the Company enters into arrangements with third-party vendors, subcontractors, or suppliers regarding the provision of materials or services (“Preferred Suppliers”) and requests that Retail utilize such Preferred Suppliers in the discharge of the Services hereunder, the Company remains solely responsible for such Preferred Suppliers.

Company Responsibilities: The Company agrees to be responsive to Retail’s inquiries, emails and questions.

Confidential Information: The Company agrees to hold Retail’s Proprietary or Confidential Information in strict confidence. As used herein, the term “Proprietary or Confidential Information” shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information.

Representations and Warranties: Retail represents and warrants that the Services will be performed in a professional manner. Notwithstanding the foregoing, the services are provided on an “as is” and “as available” basis, and Retail expressly disclaims all other warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Retail makes no warranty of any kind, whether express or implied, with regard to any third-party products, third-party content, or any software, equipment, or hardware obtained from third parties.

Indemnification: The Company shall indemnify, defend, and hold harmless Retail, its parents, subsidiaries, and affiliated companies, and its and their respective employees, officers, directors, shareholders, and agents (each an “Retail Indemnatee”) from and against any and all losses incurred by an Retail Indemnatee based upon or arising out of any third-party claim, allegation, demand, suit, or proceeding (each, a “Claim”) made or brought against any Retail Indemnatee with respect to any advertising, branding, research or other products or services which Retail prepared or performed for the Company hereunder to the extent that such Claim relates, in whole or substantial part, to: (i) the inaccuracy of any information supplied by the Company or its agents to Retail; (ii) the use of any marketing, branding, research, advertising, packaging, trademark, ...

software, hardware or other materials, or components thereof, furnished by the Company or its agents to Retail to be included in any Materials or media placements; (iii) the use of any materials or data provided or created by Retail and changed by the Company or its agents or used in a manner different from that agreed by the parties; (iv) risks or restrictions known by Company where Company nonetheless elected to proceed; (v) the unauthorized or improper use of Materials by the Company, Company's designees, licensees, distributors, franchisees or Company affiliates; (vi) allegations of patent, trademark or trade dress infringement or any other violation of a patent, trademark or trade dress right; (vii) any material breach of the terms of this Agreement by, or any act of omission of, the Company or its agents or employees; and (viii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of the Company or its employees, agents or Company affiliates.

Limitation of Liability: excluding indemnification obligations or damages arising from breach of a party's confidentiality obligations, Retail shall not be liable to the company, regardless of the form of action, whether in contract, tort, or otherwise, for any lost profits (excluding direct damages for Retail's anticipated fees), business interruption, or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to this agreement, even if Retail has been advised of the possibility of such damages or liability, nor shall Retail's aggregate liability for any other damages arising out of this agreement exceed the revenue paid by the company to Retail in accordance with the applicable sow.

Governing Law, Jurisdiction, and Venue: This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the internal laws of the State of Florida, without regard to its conflict of laws rules or choice of law principles.

Exclusive jurisdiction and venue for any claims made by either party against the other shall be within the state and federal courts located in Miami, FL.

Waiver: The failure of any party to seek redress for violation of or to insist upon the strict performance of any agreement, covenant, or condition of this Agreement shall not constitute a waiver with respect thereto or with respect to any subsequent act.

Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

Severability: Wherever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under any such law, such provision shall be limited to the minimum extent necessary to render the same valid or shall be excised from this Agreement, as the circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as if said provision had not been included herein, as the case may be, and enforced to the maximum extent permitted by law, and the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated by this Agreement can be consummated as contemplated.

Force Majeure: Neither the Company nor Retail shall be liable to the other for any failure, inability, or delay in performing hereunder if caused by any cause beyond the reasonable control of the party so failing, including, without limitation, an Act of God, war, strike, or fire; but due diligence shall be used in curing such cause and in resuming performance.

Survival: Provisions of this Agreement, the performance of which by either or both parties, or by their sense and context, are intended to survive, will survive the completion, expiration, termination, or cancellation of this Agreement.

Entire Agreement: This Agreement constitutes the entire agreement between Retail and the Company relating to the subject matter hereof and supersedes any prior agreement or understandings between them. This Agreement may not be modified or amended unless such modification or amendment is agreed to by both Retail and the Company in writing.

NEXT STEPS

1. Please read the contract on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.
4. Sign in the box below to make the acceptance official.
5. Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.
6. We'll email you a separate copy of the signed contract for your records.

Krishan Arora

Retail Sparks

2/24/26

Date



Z Squared Inc.

24/02/26

Date

Retail Sparks - Retail Investor Activation Campaign | Z Squared Inc.

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DOCUMENT 7 OF 17: EX-10.6 · AMENDED AND RESTATED EMPLOYMENT AGREEMENT - HALABU

Exhibit 10.6

**AMENDED AND RESTATED
EXECUTIVE EMPLOYMENT AGREEMENT**

THIS AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT (this “**Agreement**”), dated as of **April 27, 2026** (the “**A&R Effective Date**”), is made by and between Z SQUARED, INC., a Delaware corporation (together with its successors and assigns, the “**Company**”), and David Halabu (the “**Executive**”), and amends, restates and supersedes in its entirety that certain Executive Employment Agreement, dated as of March 18, 2025, between the Company and the Executive (the “**Prior Agreement**”).

WHEREAS, the Company and the Executive entered into the Prior Agreement, pursuant to which the Executive serves as Chief Executive Officer of the Company on the terms and conditions set forth therein;

WHEREAS, Section 3(d) of the Prior Agreement contemplated the grant of an option to purchase 500,000 shares of the Company's common stock as of the original Effective Date thereunder, which grant was not in fact made as of such date;

WHEREAS, the Company and the Executive desire that such option grant be made, and the exercise price thereof be determined, as of the Grant Date (as defined herein); and

WHEREAS, in connection with the foregoing, the Company and the Executive desire to amend and restate the Prior Agreement in its entirety on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Employment and Term.

(a) Effective as of the Effective Date (as defined below), the Company shall employ the Executive, and the Executive accepts such employment by the Company, upon the terms and conditions set forth herein. For purposes of this Agreement, “**Effective Date**” means March 18, 2025.

(b) Subject to the remainder of this Section and the provisions for termination hereinafter provided in Section 5, the term of the Executive's employment hereunder shall be from the Effective Date through and including March 18, 2028 (the “**Employment Period**”). For the avoidance of doubt, the Employment Period shall not include any Severance Period (as hereinafter defined).

2. Duties.

(a) Throughout the Employment Period, the Executive shall be the Chief Executive Officer of the Company reporting directly to the Board of Directors of the Company, and shall have all duties and authorities as customarily exercised by an individual serving in such position in a company the nature and size of the Company. The Executive shall at all times comply with all written Company policies applicable to him. The Executive shall undertake such travel as is reasonably required for his duties hereunder.

(b) Throughout the Employment Period, the Executive shall use his best efforts to perform his duties under this Agreement fully, diligently and faithfully, and shall use his best efforts to promote the interests of the Company and its subsidiaries and affiliates.

(c) Executive shall devote substantially all of his business time to the affairs of the Company; *provided, however,* that anything herein to the contrary notwithstanding, nothing shall preclude the Executive from (i) with the prior written consent of the Board, which consent will not be unreasonably withheld or delayed, serving on the boards of directors of other business entities, trade associations and/or charitable organizations, including, without limitation, the entities where the Executive was serving as a director on the date of this Agreement, (ii) engaging in charitable activities and community affairs, (iii) managing his personal and/or family investments and affairs, and (iv) engaging in any other activities approved by the Board; provided that the activities described above do not interfere with the performance of the Executive's duties and responsibilities to the Company as provided hereunder.

3. Compensation.

As compensation for his services to be performed hereunder and for his acceptance of the responsibilities described herein, the Company agrees to pay the Executive, and the Executive agrees to accept, the following compensation and other benefits:

(a) **Base Salary.** Effective as of the Effective Date, and continuing through the end of the Employment Period, the Executive's Base Salary shall be a rate of \$300,000 per annum, to be paid in periodic installments in accordance with the Company's customary payroll practices and applicable wage payment laws. The Compensation Committee of the Board (the "**Compensation Committee**") shall periodically review such Base Salary and may increase or decrease such Base Salary from time to time (but not below the lowest amount set forth herein), in its sole discretion. After any increase or decrease, the term "Base Salary" shall mean such increased or decreased amount.

(b) **Annual Bonus.** In addition to the Base Salary, subject to the approval of the Board, the Executive shall be entitled to an annual bonus in the form of restricted stock units (RSUs) having a grant date fair market value equal to four times (4x) the Executive's then-current Base Salary, which as of the Effective Date equates to \$1,200,000. Such RSUs shall vest in equal quarterly installments over a one-year period from the date of grant, subject to the Executive's continued employment with the Company on each applicable vesting date. The RSUs shall otherwise be subject to the terms and conditions of the Company's equity incentive plan and applicable award agreement(s), which shall in all cases govern the terms of the award and be incorporated into this Agreement.

(c) **Annual Performance Bonus.** Subject to the approval of the Board, the Executive shall be eligible to earn an annual performance-based bonus comprised of RSUs having a grant date fair market value equal to four times (4x) the Executive's then-current Base Salary, which as of the Effective Date equates to \$1,200,000, subject to achievement of the following performance condition: the Company must maintain operational uptime of at least 95% (i.e., 5% or less downtime) during the applicable fiscal year, as determined in good faith by the Board or the Compensation Committee. If the performance condition is satisfied, such RSUs shall vest in full on the one-year anniversary of the applicable fiscal year end, subject to the Executive's continued employment on the vesting date. The RSUs shall otherwise be governed by the Company's equity incentive plan and award agreement(s), which shall in all cases govern the terms of the award and be incorporated into this Agreement.

(d) **Stock Appreciation Bonus.** For purposes of this Section 3(d), "**Grant Date**" means April 27, 2026 or as otherwise set by the Board or a subcommittee thereto. Subject to the approval of the Board, the Executive shall be granted, as of the Grant Date, an option to purchase 500,000 shares of the Company's common stock, at an exercise price equal to the fair market value of the Company's common stock on the Grant Date (the "**Appreciation Options**"). The Appreciation Options shall vest in full upon the date on which the fair market value of the Company's common stock increases by fifty percent (50%) above the value on the Grant Date, as determined by the Board in its reasonable discretion. The Appreciation Options shall remain exercisable for a period of ten (10) years from the Grant Date, subject to earlier termination in accordance with the terms of the Company's equity incentive plan and the applicable award agreement(s), which shall in all cases govern the terms of the award and be incorporated into this Agreement. For the avoidance of doubt, the parties acknowledge and agree that no option grant was made under the Prior Agreement, and

the grant set forth in this Section 3(d) is the only stock appreciation bonus grant contemplated by this Agreement and the Prior Agreement.

(e) **Equity Awards.** The Compensation Committee may, in its sole discretion, grant Executive additional equity awards from time to time under the Company's equity incentive plans.

(f) **Benefit Plans.** During the Employment Period and as provided in Section 5, the Executive shall be entitled to participate in any and all employee welfare and health benefit plans (including, but not limited to, life insurance, health and medical, dental and disability plans) and other employee benefit plans, in effect from time to time, on a basis no less favorable than the basis on which any other senior executive participates, to the extent consistent with applicable law and the terms of the applicable plan; provided that nothing herein contained shall be construed as requiring the Company to establish or continue any particular benefit plan in discharge of its obligations hereunder.

(g) **Vacation and Other Benefits.** During the Employment Period, the Executive shall be entitled to not less than four weeks of paid vacation during each calendar year of his employment hereunder and to sick days and other paid time off for religious and personal reasons, in each case in accordance with the Company's vacation and paid time off policies and procedures (including with respect to accrual), as in effect from time to time. The Company shall pay or reimburse all reasonable out-of-pocket business, entertainment and travel expenses incurred by the Executive during the Employment Period in the performance of his duties and responsibilities, in accordance with this paragraph and the Company's expense reimbursement policies and procedures, as in effect from time to time. The Executive shall submit to the Company periodic statements of all expenses so incurred. Subject to such audits as the Company may deem necessary, the Company shall reimburse the Executive the full amount of any such expenses advanced by him promptly in the ordinary course. During the Employment Period, the Executive shall be entitled to such other fringe benefits extended or provided to any other senior executive.

(h) **Mobile Phone.** During the Employment Period, the Company shall pay or reimburse Executive for mobile phone expenses, and for up to \$1,000 for a down payment and \$300 monthly.

(i) **Clawback Provisions.** Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation, or any other compensation, paid to the Executive pursuant to this Agreement or any other agreement or arrangement with the Company which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement).

4. **Executive Covenants.**

(a) **Confidentiality.** During the Employment Period and thereafter, Executive shall keep confidential and not divulge any Confidential Information, or allow any Confidential Information to be disclosed, published, communicated, or made available, in whole or part, to any person whatsoever. Except as required in the performance of the Executive's authorized employment duties to the Company, Executive shall not access or use any Confidential Information, or copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of the Company. Nothing herein shall prevent disclosure of Confidential Information (i) in the course of Executive performing Executive's duties hereunder or otherwise complying with this Agreement, (ii) with the Company's prior written consent; (iii) to the extent that any such information is in the public domain other than as a result of Executive's breach of any of his obligations hereunder; or (iv) where required to be disclosed by law, regulation, stock exchange rule, court order, subpoena or other government process. If Executive shall be required to make disclosure pursuant to the provisions of clause (iv) of the preceding sentence, Executive promptly, but in no event more than 48 hours after learning of such court order, subpoena or other government process, shall notify the Company in writing (which may be by e-mail) and, at the Company's expense, Executive shall: (x) take all reasonably necessary and lawful steps required by the Company to defend against the enforcement of such court order, subpoena or other government process and (y) permit the Company to intervene and participate with counsel of its choice in any proceeding relating to the enforcement thereof. **"Confidential Information"** means all information concerning the Company not generally known to the public, in spoken, printed, electronic or any

other form or medium, including, without limitation, information relating directly or indirectly to: business processes, practices, methods, research, techniques, terms of agreements, transactions and potential transactions, know-how, trade secrets, computer programs, databases, data, technologies, manuals, supplier information, customer information, financial information, employee lists, algorithms, product plans, designs, inventions, unpublished patent applications, original works of authorship, discoveries, of the Company or its businesses or any existing or prospective customer, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to the Company in confidence.

(b) **Documents.** All papers, books and records of every kind and description relating to the business and affairs of the Company, its subsidiaries or its affiliates, whether or not prepared by the Executive are the exclusive property of the Company, and the Executive shall surrender them to the Company, at any time upon written request of the Board, during or after the Employment Period. Anything to the contrary notwithstanding, the Executive shall be entitled to retain (i) papers and other materials (including electronic records) of a personal nature, including, but not limited to, photographs, correspondence, personal diaries, calendars, contact lists and personal files, (ii) information showing his compensation or relating to reimbursement of expenses, (iii) information that he reasonably believes may be needed for tax purposes and (iv) copies of plans, programs and agreements relating to his employment, or if applicable, his termination of employment, with the Company or any of its subsidiaries or affiliates.

(c) **Cooperation.** The Executive hereby agrees to provide reasonable cooperation to the Company, its subsidiaries and affiliates during the Employment Period and, subject to his other personal and business commitments, any Severance Period, in any litigation, regulatory action or similar proceeding between the Company, its subsidiaries or affiliates, and third parties.

(d) **Specific Performance.** The parties agree that the Company shall, in addition to other remedies provided by law, have the right and remedy to seek to have the provisions of this Section 4 specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any breach or threatened breach by the Executive of the provisions of this Section 4 will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company. Nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from the Executive.

(e) **Non-Disparagement.** The Executive agrees and covenants that he will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Company or its businesses, or any of its employees, officers, and existing and prospective customers, suppliers, investors and other associated third parties. This Section 4(e) does not, in any way, restrict or impede the Executive from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. The Executive shall promptly provide written notice of any such order to the Board. The Company agrees and covenants that it shall cause its executive officers and directors to refrain from making any defamatory or disparaging remarks, comments or statements concerning the Executive to any third parties.

(f) **Acknowledgement.** The Executive agrees and acknowledges that (i) as a result of his current and prior employment with the Company, Executive has obtained and will obtain Confidential Information; (ii) the Company will suffer substantial damage which will be difficult to compute if, during the Employment Period or thereafter, Executive should divulge or use any Confidential Information; (iii) the scope and period of solicitation restrictions set forth herein are fair and reasonable and are reasonably required for the protection of the Company and its subsidiaries and affiliates, and (iv) the obligations and restrictions contained herein are an integral part of the consideration motivating the Company to enter into this Agreement. It is the intent of the parties that the covenants contained herein will be enforced to the fullest extent permissible under applicable law. If any particular covenant or portion of these covenants is adjudicated to be invalid or unenforceable, these covenants will be deemed amended to revise that provision or portion hereof to the minimum extent necessary to render it enforceable. Such amendment will apply only with respect to the operation of these covenants in the particular jurisdiction in which such adjudication was made.

5. Termination of Employment Period.

(a) **Termination Upon Death.** If the Executive dies during the Employment Period, the Employment Period and the Executive's employment hereunder shall automatically terminate. The Executive's designated beneficiaries (or Executive's estate in the absence of any surviving designated beneficiary) shall be entitled to receive, and the Company

shall have no obligation pursuant to this Agreement or otherwise except for, (i) Base Salary through the date of termination in accordance with Section 3(a), (ii) any Annual Performance Bonus earned but not yet paid in accordance with Section 3(b), (iii) reimbursement for business expenses properly incurred by the Executive in accordance with Section 3(g), and (iv) payment for accrued but unused vacation, and (v) Base Salary for the period commencing on the date of termination and ending on the expiration of the Initial Period or the then-current Extension Period (the **"Remaining Contract Period"**) in accordance with Section 3(a). In addition, the Executive's designated beneficiary or estate shall be entitled to any other rights, benefits or entitlements in accordance with any applicable plan, policy, program, arrangement of, or other agreement with, the Company or any of its subsidiaries or affiliates, other than amounts in the nature of severance or termination payments except as provided herein.

(b) **Termination Upon Disability.** If the Executive is deemed to have a Disability (as defined below) during the Employment Period, the Employment Period and the Executive's employment hereunder may be terminated by the Company, immediately upon written notice to the Executive. The Executive shall be entitled to receive, and the Company shall have no obligation pursuant to this Agreement or otherwise except for, (i) Base Salary through the date of termination in accordance with Section 3(a), (ii) any Annual Performance Bonus earned but not yet paid in accordance with Section 3(b), (iii) reimbursement for business expenses properly incurred by the Executive in accordance with Section 3(g), and (iv) payment for accrued but unused vacation. The Company shall maintain, at its cost and expense, a disability insurance policy providing for payment in lieu of compensation for services with coverage customary for similarly situated executive officers. In addition, the Executive shall be entitled to any other rights, benefits or entitlements in accordance with any applicable plan, policy, program, arrangement of, or other agreement with, the Company or any of its subsidiaries or affiliates, other than amounts in the nature of severance or termination payments except as provided herein.

(c) **Termination by the Company for Cause or by the Executive without Good Reason.** The Employment Period and the Executive's employment hereunder may be terminated by the Company for Cause (as defined below), immediately upon written notice to the Executive, or by the Executive without Good Reason (as defined below), upon not less than thirty (30) days' written notice to the Company. The Executive shall be entitled to receive, and the Company shall have no obligation pursuant to this Agreement or otherwise except for, (i) Base Salary through the date of termination in accordance with Section 3(a), (ii) reimbursement for business expenses properly incurred by the Executive in accordance with Section 3(g), and (iii) payment for accrued but unused vacation required by law to be paid as well as unpaid bonuses.

(d) **Termination by the Company without Cause or by Executive for Good Reason.** The Employment Period and the Executive's employment hereunder may be terminated by the Company without Cause, upon not less than thirty (30) days' written notice to the Executive, or by the Executive with Good Reason, upon not less than thirty (30) days' written notice to the Company. The Executive shall be entitled to receive, and the Company shall have no obligation pursuant to this Agreement or otherwise except for, (i) Base Salary through the date of termination in accordance with Section 3(a), (ii) any Annual Performance Bonus earned but not yet paid in accordance with Section 3(b), (iii) reimbursement for business expenses properly incurred by the Executive in accordance with Section 3(g), (iv) payment for accrued but unused vacation, and (v) subject to (A) the Executive having executed a general release and waiver in a form reasonably satisfactory to the Company and such general release and waiver having become effective, (B) the Executive complying with the covenants set forth in Section 4, the Base Salary then in effect for a severance period commencing upon the date of termination and ending three (3) months thereafter (such period, the "**Severance Period**") in accordance with Section 3(a). In addition, the Executive shall be entitled to any other rights, benefits or entitlements in accordance with any applicable plan, policy, program, arrangement of, or other agreement with, the Company or any of its subsidiaries or affiliates, other than amounts in the nature of severance or termination payments except as provided herein. If the Executive dies during any Severance Period during which he is entitled to benefits pursuant to this Section, his designated beneficiaries (or his estate in the absence of any surviving designated beneficiary) shall continue to receive the compensation and benefits that the Executive would have otherwise received during the remainder of the Severance Period.

(e) **Termination Upon a Change in Control.** If within twelve (12) months after a Change in Control, the Employment Period and the Executive's employment hereunder are terminated by the Company without Cause or by the Executive for Good Reason pursuant to Section 5(d), in lieu of the amounts due under clause (v) of Section 5(d), subject to (A) the Executive having executed a general release and waiver in a form reasonably satisfactory to the Company and such general release and waiver having become effective, (B) the Executive having resigned from the Board, and (C) the Executive complying with the covenants set forth in Section 4, the Company shall pay the Executive in cash an amount equal to twelve (12) months of the Base Salary of the Executive then in effect, in a lump sum to be paid as soon as practicable following the effective date of such general release and waiver (but in no event later than thirty (30) days following such date).

(f) **Disability.** For purposes of this Agreement, “**Disability**” shall mean mental or physical impairment or incapacity rendering the Executive substantially unable to perform his duties under this Agreement for more than 180 days out of any 365-day period during the Employment Period. A determination of Disability shall be made by the Compensation Committee in its reasonable discretion. Any question as to the existence of the Executive's Disability as to which the Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to the Executive and the Company. If the Executive and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing.

(g) **Cause.** For purposes of this Agreement, “**Cause**” shall occur upon:

- (i) the Executive having willfully failed to perform his duties under this Agreement (other than any such failure reasonably related to Executive’s physical or mental illness);
- (ii) the Executive having willfully failed to comply after a written warning to the Executive with a reasonable period of time to comply with any valid and legal directive of the Board clearly documented in the Board minutes;
- (iii) the Executive’s having materially breached or violated any obligation under this Agreement (where “material” shall include, but not be limited to, a breach of the Executive’s covenants set forth in Section 4), or any other written agreement between the Executive and the Company, or any of the Company’s written policies or codes of conduct;
- (iv) the Executive having willfully exposed the Company to criminal liability substantially caused by the Executive which results in a material adverse effect on the business, financial condition or results of operations of the Company;
- (v) the Executive having engaged in dishonesty, illegal conduct, misconduct or gross negligence related to the Executive’s employment with the Company (where “dishonest” shall include, but not be limited to, Executive’s knowingly or recklessly making a material misstatement or omission for Executive’s personal benefit);
- (vi) the Executive having engaged in embezzlement, misappropriation, or fraud, whether or not related to the Executive’s employment with the Company; or
- (vii) the Executive having been convicted of or entered a plea of nolo contendere with respect to a criminal offense constituting a felony (or state law equivalent).

For purposes of the foregoing, no act or failure to act on the part of the Executive shall be considered “willful” unless it is done, or omitted to be done, by the Executive with the reasonable belief that the Executive’s action or omission was not in the best interests of the Company. Any act or failure to act that is expressly authorized by the Board pursuant to a resolution duly adopted by the Board, or pursuant to the written advice of counsel for the Company, shall be conclusively presumed to be done, or omitted to be done, by the Executive in the best interests of the Company. Termination of the Executive’s employment shall not be deemed to be for Cause unless and until the Company delivers to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the Board, finding that an event described in any of clauses (i)-(vii) above has occurred. Except for such an event which, by its nature, cannot reasonably be expected to be cured, the Executive shall have twenty (20) business days from the delivery of such resolution by the Company within which to cure any events constituting Cause. The Company may place the Executive on paid leave for up to sixty (60) days while it is determining whether there is a basis to terminate the Executive’s employment for Cause. Any such action by the Company will not constitute Good Reason.

(h) **Good Reason.** For purposes of this Agreement, “**Good Reason**” shall occur upon:

- (i) a material diminution of the Executive’s duties and responsibilities provided in Section 2 (other than temporarily while the Executive is physically or mentally incapacitated or as required by applicable law), including, without limitation, the removal of the Executive as the Chief Executive Officer of the Company;
- (ii) a material increase of Executive’s duties and responsibilities provided in Section 2, of permanent, significant and/or indefinite duration or anticipated to be of permanent, significant and/or indefinite duration, without a mutually agreed upon material increase in compensation detailed in Section 3;

(iii) a material reduction of Base Salary (other than a general reduction in Base Salary that affects all similarly situated executives in substantially the same proportions);

(iv) a material breach of this Agreement by the Company; or

(v) the failure of a successor to all or substantially all of the Company's business and/or assets to promptly assume and continue the Company's obligations under this Agreement, whether contractually or as a matter of law, within fifteen (15) days of such transaction;

provided, however, Good Reason shall only be deemed to occur if the Executive gives the Company notice that an event described in any of clauses (i)-(v) above has occurred, and the Company does not cure the event constituting Good Reason within forty five (45) days following such notice.

(i) **Change in Control.** For purposes of this Agreement, a **"Change in Control"** shall occur if or upon the occurrence of:

(i) any "person" (as such term is defined in Section 3(a)(9) of the Securities Exchange Act of 1934 (the "Exchange Act") and as used in Section 13(d)(3) and 14(d)(2) of the Exchange Act), is or becomes, after the Effective Date, a "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities representing 50% or more of the combined voting power of the Company's outstanding securities eligible to vote for election of directors of the Company;

(ii) the individuals who, as of the Effective Date of this Agreement, are members of the Board (the "Incumbent Board"), cease for any reason to constitute at least two-thirds of the Incumbent Board; provided, however, that if either the election of any new director or the nomination for election of any new director was approved by a vote of more than two-thirds of the Incumbent Board, such new director shall be considered as a member of the Incumbent Board; provided further, however, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of either an actual or threatened "Election Contest" (as described in Rule 14a-11 promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board (a "Proxy Contest"), including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest; or

(iii) consummation of a reorganization, merger or consolidation, sale, disposition of all or substantially all of the assets or stock or any other similar corporate event of the Company (a "Business Combination"), in each case, unless following such Business Combination, (a) all or substantially all of the individuals or entities who were the beneficial owners, respectively, of the Company voting stock entitled to vote generally in the election of directors immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company's stock or all or substantially all of its assets either directly or through one or more subsidiaries) (the "Surviving Corporation") and (b) the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for the Business Combination constitute at least a majority of the members of the Board of Directors of the relevant Surviving Corporation.

(j) **Timing of Payments and Section 409A of the Code.** This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") or an exemption thereto, and, to the extent necessary in order to avoid the imposition of an additional tax on the Executive under Section 409A of the Code, payments may only be made under this Agreement upon an event and in a manner permitted by Section 409A of the Code. As such, notwithstanding anything to the contrary in this Agreement or elsewhere, if the Executive is a "specified employee" as determined pursuant to Section 409A ("Section 409A") of the Code as of the date of his "separation from service" (within the meaning of Final Treasury Regulation 1.409A-1(h)) and if any payment or benefit provided for in this Agreement or otherwise both (x) constitutes a "deferral of compensation" within the meaning of Section 409A and (y) cannot be paid or provided in the manner otherwise provided without subjecting the Executive to "additional tax", interest or penalties under Section 409A, then any such payment or benefit that is payable during the first six months following his "separation from service" shall be paid or provided to the Executive in a cash lump-sum, with interest at LIBOR, on the first business day of the seventh calendar month following the month in which his "separation from service" occurs. If the Executive dies during the 6-month period prior to the payment of benefits, the amounts the payment of which is deferred on account of Section 409A of the Code shall be paid to the personal representative of the Executive's estate within 60 calendar days after the date of the death. In addition, any payment or benefit due upon a termination of his employment that represents a "deferral of compensation" within the meaning of Section 409A, to the extent necessary in order to avoid the imposition of any additional tax on the Executive under Section 409A of the Code, shall only be paid or provided to the Executive upon a "separation from service". Notwithstanding anything to the contrary in this Agreement or elsewhere, any payment or benefit under this Agreement that is exempt from Section 409A pursuant to Final Treasury Regulation 1.409A-1(b)(9)(v)(A) or (C) shall be paid or provided to the Executive only to the extent that the expenses are not incurred, or the benefits are not provided, beyond the last day of his second taxable year following his taxable year in which the "separation from service" occurs. Finally, for the purposes of this Agreement, amounts payable under this Agreement shall be deemed not to be a "deferral of compensation" subject to Section 409A to the extent provided in the exceptions in Treasury Regulation Sections 1.409A-1(b)(4) ("short-term deferrals") and (b)(9) ("separation pay plans"), including the exception under subparagraph (iii)) and other applicable provisions of Treasury Regulation Section 1.409A-1 through A-6. Each payment under this Agreement shall be treated as a separate identified payment for purposes of Section 409A. With respect to any reimbursement of expenses of, or any provision of in-kind benefits to, the Executive, as specified under this Agreement, that constitute "deferral of compensation" subject to Section 409A, such reimbursement of expenses or provision of in-kind benefits shall be subject to the following conditions: (a) the expenses eligible for reimbursement or the amount of in-kind benefits provided in one taxable year shall not affect the expenses eligible for reimbursement or the amount of in-kind benefits provided in any other taxable year, except for any medical reimbursement arrangement providing for the reimbursement of expenses referred to in Section 105(b) of the Code; (b) the reimbursement of an eligible expense shall be made no later than the end of the year after the year in which such expense was incurred; and (c) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit. The Executive and the Company agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions as are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to the Executive under Section 409A of the Code. In no event will the Company reimburse the Executive for any taxes that may be imposed as result of Section 409A of the Code.

(k) **Health Continuation Coverage.** If the Employment Period and Executive's employment hereunder are terminated pursuant to Sections 5(a), 5(b) or 5(d) and the Executive (or the Executive's designated beneficiaries or estate) properly and timely elects health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Company shall reimburse the Executive for the monthly COBRA premium paid by the Executive (or the Executive's designated beneficiaries or estate) for the Executive and/or the Executive's dependents until the earlier of (i) the end of the Remaining Contract Period (in the case of a termination pursuant to Sections 5(a) or 5(b)) or the end of the Severance Period (in the case of termination pursuant to Section 5(d)), (ii) the date Executive and/or Executive's dependents are no longer eligible to receive COBRA continuation coverage, and (iii) the date on which the Executive and/or Executive's dependents become eligible to receive substantially similar coverage from another employer. Any reimbursement for COBRA premiums shall be paid to the Executive (or the Executive's designated beneficiaries or estate) on the first (1st) business day of the month immediately following the month in which the Executive (or the Executive's

designated beneficiaries or estate) timely remits the premium payment. Notwithstanding anything herein to the contrary, if the Company's reimbursement of COBRA premiums would violate the nondiscrimination rules applicable to non-grandfathered plans under the Affordable Care Act (the "ACA"), or result in the imposition of penalties under the ACA and the related regulations and guidance promulgated thereunder, the parties agree to reform such obligation in a manner as is necessary to comply with the ACA.

6. No Mitigation of Damages; No Offset.

In the event the employment of the Executive under this Agreement is terminated for any reason, the Executive shall not be required to seek other employment so as to minimize any obligation of the Company to compensate him for any damages he may suffer by reason of such termination. In addition, except as expressly set forth herein, the Company or any of its subsidiaries or affiliates shall not have a right of offset against any payments due to the Executive under this Agreement on account of any remuneration the Executive receives from subsequent employment.

7. Insurance.

The Company agrees to maintain for the Executive a directors' and officers' liability insurance policy not less favorable than any policy that the Company or any subsidiary or affiliate thereof maintains for its directors and executive officers in general for a period of at least six years following the termination of the Executive's employment.

8. Section 280G of the Code.

If any payment or benefit under this Agreement or otherwise (the "**Payments**") constitutes an "excess parachute payment" within the meaning of Section 280G of the Code, which would be subject (in whole or part) to the excise tax imposed under Section 4999 of the Code, the Payments shall be reduced so that no part of such Payments constitutes an excess parachute payment; *provided, however*, that such reduction shall occur if and only if the net after-tax payment to the Executive after the reduction is greater than the net after-tax payment without such reduction. For purposes of this Section 8, the Executive shall be deemed subject to the highest rate with respect to any applicable taxes. In their determinations with respect to this Section 8, the Company and the Executive may rely on the calculations and analysis by a recognized national accounting firm that the Executive shall have the right to appoint from the three choices amongst such accounting firms provided by the Company. The Company shall name the three national accounting firms for the Executive to select promptly and without delay. Any fees and expenses charged by such accounting firm with respect to calculations and analysis hereunder shall be the obligation of and paid by the Company as they come due, promptly and without delay. All other reasonable costs, fees and expenses with respect to the subject matter described in this Section 8, including those incurred to retain legal counsel for the Executive shall be borne by the Company.

9. No Conflicting Agreements.

As of the date of this Agreement, the Executive hereby represents and warrants to the Company that his entering into this Agreement, and the obligations and duties undertaken by him hereunder, will not conflict with, constitute a breach of, or otherwise violate the terms of any other employment or other written agreement to which he is a party. The Company represents and warrants that it is a corporation duly organized and existing under the laws of the State of Delaware and that execution and delivery of this Agreement has been duly authorized by all necessary corporate action.

10. Assignment.

(a) **By the Executive.** This Agreement and any obligations hereunder shall not be assigned, pledged, alienated, sold, attached, encumbered or transferred in any way by the Executive and any attempt to do so shall be void. Notwithstanding the foregoing, the Executive may transfer his rights and entitlements to compensation and benefits under this Agreement or otherwise pursuant to will, operation of law or in accordance with any applicable plan, policy, program, arrangement of, or other agreement with, the Company or any of its subsidiaries or affiliates.

(b) **By the Company.** Provided the substance of the Executive's duties set forth in Section 2 shall not change, and provided that the Executive's compensation as set forth in Section 3 shall not be adversely affected, the Company may assign or transfer its rights and obligations under this Agreement, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law.

(c) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs (in the case of the Executive) and assigns.

11. Arbitration.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Miami, Florida before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining. In any such arbitration, one arbitrator shall be selected by each of the parties, and the third arbitrator shall be selected by the first two arbitrators. The arbitration award shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction thereof. The arbitrators shall be deemed to possess the powers to issue mandatory orders and restraining orders in connection with such arbitration; *provided, however*, that nothing in this Section 11 shall be construed so as to deny the Company the right and power to seek injunctive relief in a court of equity for any breach or threatened breach of the Executive of any of his covenants contained in Section 4.

12. Notices.

All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given (i) when delivered personally to the party to receive the same, (ii) when mailed first class postage prepaid, by certified mail, return receipt requested, or (iii) when transmitted by electronic mail, in each case addressed to the party to receive the same at his or its address set forth below, or such other address as the party to receive the same shall have specified by written notice given in the manner provided for in this Section 12:

If to the Company: Z Squared Inc.
550 South Andrews Ave. Ste #700
Fort Lauderdale, FL 33301
Email: ifor@zsquaredinc.com
Attn: Board of Directors

If to the Executive: To the most recent home address as indicated in the Company's records

With a copy to: Zarif Law Group P.C.
808 Springwood Avenue
Email: mzarif@zariflg.com
Attn: Morris C. Zarif, Esq.

13. Miscellaneous.

(a) If any provision of this Agreement shall, for any reason, be adjudicated by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the jurisdiction in which made and to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

(b) No course of dealing and no delay on the part of any party hereto in exercising any right, power or remedy under or relating to this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, power and remedies. No single or partial exercise of any rights, powers or remedies under or relating to this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(c) This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument, and all signatures need not appear on any one counterpart. Electronic or digital signatures shall be deemed valid and binding to the same extent as original signatures.

(d) All payments required to be made to the Executive by the Company hereunder shall be subject to any applicable withholding under any applicable Federal, state, or local tax laws. Any such withholding shall be based upon the most recent form W-4 filed by the Executive with the Company, and the Executive may from time to time revise such filing.

(e) This Agreement embodies the entire understanding, and supersedes all other oral or written agreements or understandings, between the parties regarding the subject matter hereof (including, without limitation, the Prior Agreement, which is hereby superseded in its entirety as of the A&R Effective Date), but excluding, to the extent not expressly modified by the provisions of this Agreement, any outstanding equity award agreements, any nondisclosed agreement, any "work for hire" or intellectual property assignment agreement and any indemnification agreement. No change, alteration or modification hereof may be made except in writing signed by both parties hereto. Any waiver to be effective must be in writing, specifically referencing the provision of this Agreement being waived and signed by the party against whom enforcement is being sought. Except as otherwise expressly provided herein, there are no other restrictions or limitations on the Executive's activities following termination of employment. The headings in this Agreement are for convenience of reference only and shall not be considered part of this Agreement or limit or otherwise affect the meaning hereof.

(f) This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Delaware (disregarding any choice of law rules which might look to the laws of any other jurisdiction).

(g) Except as otherwise expressly set forth in this Agreement, upon the termination or expiration of the Employment Period, the respective rights and obligations of the parties shall survive such termination or expiration to the extent necessary to carry out the intentions of the parties as embodied under this Agreement. This Agreement shall continue in effect until there are no further rights or obligations of the parties outstanding hereunder and shall not be terminated by either party without the express prior written consent of both parties.

[Signature Page Follows]

[Signature Page to Amended and Restated Executive Employment Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first written above.

Z SQUARED, INC.

By: _____

Name: _____

Title: Authorized Signatory

Date: April 27, 2026

EXECUTIVE

By: _____

Name: David Halabu

Title: Chief Executive Officer

Date: April 27, 2026

DOCUMENT 8 OF 17: EX-10.7 · AMENDED AND RESTATED EMPLOYMENT AGREEMENT - COGLEY

Exhibit 10.7

**AMENDED AND RESTATED
EXECUTIVE EMPLOYMENT AGREEMENT**

THIS AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT (this “**Agreement**”), dated as of **April 27, 2026** (the “**A&R Effective Date**”), is made by and between Z SQUARED, INC., a Delaware corporation (together with its successors and assigns, the “**Company**”), and Brian Cogley (the “**Executive**”), and amends, restates and supersedes in its entirety that certain Executive Employment Agreement, dated as of June 11, 2025, between the Company and the Executive, as amended by that certain First Amendment to Executive Employment Agreement, dated as of April 3, 2026 (collectively, the “**Prior Agreement**”).

WHEREAS, the Company and the Executive entered into the Prior Agreement, pursuant to which the Executive serves as Chief Financial Officer of the Company on the terms and conditions set forth therein;

WHEREAS, in connection with the foregoing, the Company and the Executive desire to amend and restate the Prior Agreement in its entirety on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Employment and Term.

(a) Effective as of the Effective Date (as defined below), the Company shall employ the Executive, and the Executive accepts such employment by the Company, upon the terms and conditions set forth herein. For purposes of this Agreement, “**Effective Date**” means June 11, 2025.

(b) Subject to the remainder of this Section and the provisions for termination hereinafter provided in Section 5, the term of the Executive’s employment hereunder shall be from the Effective Date through and including June 11, 2028 (the “**Employment Period**”). For the avoidance of doubt, the Employment Period shall not include any Severance Period (as hereinafter defined).

2. Duties.

(a) Throughout the Employment Period, the Executive shall be the Chief Financial Officer of the Company reporting directly to the Chief Executive Officer of the Company, and shall have all duties and authorities as customarily exercised by an individual serving in such position in a company the nature and size of the Company. The Executive shall at all times comply with all written Company policies applicable to him. The Executive shall undertake such travel as is reasonably required for his duties hereunder.

(b) Throughout the Employment Period, the Executive shall use his best efforts to perform his duties under this Agreement fully, diligently and faithfully, and shall use his best efforts to promote the interests of the Company and its subsidiaries and affiliates.

(c) Executive shall devote substantially all of his business time to the affairs of the Company; *provided, however*, that anything herein to the contrary notwithstanding, nothing shall preclude the Executive from (i) with the prior written consent of the Board, which consent will not be unreasonably withheld or delayed, serving on the boards of directors of other business entities, trade associations and/or charitable organizations, including, without limitation, the entities where the Executive was serving as a director on the date of this Agreement, (ii) engaging in charitable activities

and community affairs, (iii) managing his personal and/or family investments and affairs, and (iv) engaging in any other activities approved by the Board; provided that the activities described above do not interfere with the performance of the Executive's duties and responsibilities to the Company as provided hereunder.

3. Compensation.

As compensation for his services to be performed hereunder and for his acceptance of the responsibilities described herein, the Company agrees to pay the Executive, and the Executive agrees to accept, the following compensation and other benefits:

(a) **Base Salary.** Effective as of the Effective Date, and continuing through the end of fiscal year 2025, the Executive's Base Salary shall be a rate of \$180,000 per annum, to be paid in periodic installments in accordance with the Company's customary payroll practices and applicable wage payment laws. As of January 1, 2026, the Executive's Base Salary shall be a rate of \$250,000 per annum, to be paid in periodic installments in accordance with the Company's customary payroll practices and applicable wage payment laws. The Compensation Committee of the Board (the "**Compensation Committee**") shall periodically review such Base Salary and may increase or decrease such Base Salary from time to time (but not below the lowest amount set forth herein), in its sole discretion. After any increase or decrease, the term "Base Salary" shall mean such increased or decreased amount.

(b) **Annual Bonus.** In addition to the Base Salary, subject to the approval of the Board, the Executive shall be entitled to an annual bonus in the form of restricted stock units (RSUs) having a grant date fair market value equal to one times (1x) the Executive's then-current Base Salary, which equates to \$250,000 based on the current Base Salary. Such RSUs shall vest in equal quarterly installments over a one-year period from the date of grant, subject to the Executive's continued employment with the Company on each applicable vesting date. The RSUs shall otherwise be subject to the terms and conditions of the Company's equity incentive plan and applicable award agreement(s), which shall in all cases govern the terms of the award and be incorporated into this Agreement.

(c) **Stock Appreciation Bonus.** For purposes of this Section 3(c), "**Grant Date**" means April 27, 2026 or such other date as the board or any committee thereof may approve. Subject to the approval of the Board, the Executive shall be granted, as of the Grant Date, an option to purchase 100,000 shares of the Company's common stock, at an exercise price equal to the fair market value of the Company's common stock on the Grant Date (the "**Appreciation Options**"). The Appreciation Options shall vest in full upon the date on which the fair market value of the Company's common stock increases by fifty percent (50%) above the value on the Grant Date, as determined by the Board in its reasonable discretion. The Appreciation Options shall remain exercisable for a period of ten (10) years from the Grant Date, subject to earlier termination in accordance with the terms of the Company's equity incentive plan and the applicable award agreement(s), which shall in all cases govern the terms of the award and be incorporated into this Agreement. For the avoidance of doubt, the parties acknowledge and agree that no option grant was made under the Prior Agreement, and the grant set forth in this Section 3(c) is the only stock appreciation bonus grant contemplated by this Agreement and the Prior Agreement.

(d) **Equity Awards.** The Compensation Committee may, in its sole discretion, grant Executive additional equity awards from time to time under the Company's equity incentive plans.

(e) **Benefit Plans.** During the Employment Period and as provided in Section 5, the Executive shall be entitled to participate in any and all employee welfare and health benefit plans (including, but not limited to, life insurance, health and medical, dental and disability plans) and other employee benefit plans, in effect from time to time, on a basis no less favorable than the basis on which any other senior executive participates, to the extent consistent with applicable law and the terms of the applicable plan; provided that nothing herein contained shall be construed as requiring the Company to establish or continue any particular benefit plan in discharge of its obligations hereunder.

(f) **Vacation and Other Benefits.** During the Employment Period, the Executive shall be entitled to not less than four weeks of paid vacation during each calendar year of his employment hereunder and to sick days and other paid time off for religious and personal reasons, in each case in accordance with the Company's vacation and paid time off policies and procedures (including with respect to accrual), as in effect from time to time. The Company shall pay or reimburse all reasonable out-of-pocket business, entertainment and travel expenses incurred by the Executive during

the Employment Period in the performance of his duties and responsibilities, in accordance with this paragraph and the Company's expense reimbursement policies and procedures, as in effect from time to time. The Executive shall submit to the Company periodic statements of all expenses so incurred. Subject to such audits as the Company may deem necessary, the Company shall reimburse the Executive the full amount of any such expenses advanced by him promptly in the ordinary course. During the Employment Period, the Executive shall be entitled to such other fringe benefits extended or provided to any other senior executive.

(g) **Mobile Phone.** During the Employment Period, the Company shall pay or reimburse Executive for mobile phone expenses, and for up to \$1,000 for a down payment and \$300 monthly.

(h) **Clawback Provisions.** Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation, or any other compensation, paid to the Executive pursuant to this Agreement or any other agreement or arrangement with the Company which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement).

4. **Executive Covenants.**

(a) **Confidentiality.** During the Employment Period and thereafter, Executive shall keep confidential and not divulge any Confidential Information, or allow any Confidential Information to be disclosed, published, communicated, or made available, in whole or part, to any person whatsoever. Except as required in the performance of the Executive's authorized employment duties to the Company, Executive shall not access or use any Confidential Information, or copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of the Company. Nothing herein shall prevent disclosure of Confidential Information (i) in the course of Executive performing Executive's duties hereunder or otherwise complying with this Agreement, (ii) with the Company's prior written consent; (iii) to the extent that any such information is in the public domain other than as a result of Executive's breach of any of his obligations hereunder; or (iv) where required to be disclosed by law, regulation, stock exchange rule, court order, subpoena or other government process. If Executive shall be required to make disclosure pursuant to the provisions of clause (iv) of the preceding sentence, Executive promptly, but in no event more than 48 hours after learning of such court order, subpoena or other government process, shall notify the Company in writing (which may be by e-mail) and, at the Company's expense, Executive shall: (x) take all reasonably necessary and lawful steps required by the Company to defend against the enforcement of such court order, subpoena or other government process and (y) permit the Company to intervene and participate with counsel of its choice in any proceeding relating to the enforcement thereof. **"Confidential Information"** means all information concerning the Company not generally known to the public, in spoken, printed, electronic or any other form or medium, including, without limitation, information relating directly or indirectly to: business processes, practices, methods, research, techniques, terms of agreements, transactions and potential transactions, know-how, trade secrets, computer programs, databases, data, technologies, manuals, supplier information, customer information, financial information, employee lists, algorithms, product plans, designs, inventions, unpublished patent applications, original works of authorship, discoveries, of the Company or its businesses or any existing or prospective customer, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to the Company in confidence.

(b) **Documents.** All papers, books and records of every kind and description relating to the business and affairs of the Company, its subsidiaries or its affiliates, whether or not prepared by the Executive are the exclusive property of the Company, and the Executive shall surrender them to the Company, at any time upon written request of the Board, during or after the Employment Period. Anything to the contrary notwithstanding, the Executive shall be entitled to retain (i) papers and other materials (including electronic records) of a personal nature, including, but not limited to, photographs, correspondence, personal diaries, calendars, contact lists and personal files, (ii) information showing his compensation or relating to reimbursement of expenses, (iii) information that he reasonably believes may be needed for tax purposes and (iv) copies of plans, programs and agreements relating to his employment, or if applicable, his termination of employment, with the Company or any of its subsidiaries or affiliates.

(c) **Cooperation.** The Executive hereby agrees to provide reasonable cooperation to the Company, its subsidiaries and affiliates during the Employment Period and, subject to his other personal and business commitments, any Severance Period, in any litigation, regulatory action or similar proceeding between the Company, its subsidiaries or affiliates, and third parties.

(d) **Specific Performance.** The parties agree that the Company shall, in addition to other remedies provided by law, have the right and remedy to seek to have the provisions of this Section 4 specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any breach or threatened breach by the Executive of the provisions of this Section 4 will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company. Nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from the Executive.

(e) **Non-Disparagement.** The Executive agrees and covenants that he will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Company or its businesses, or any of its employees, officers, and existing and prospective customers, suppliers, investors and other associated third parties. This Section 4(e) does not, in any way, restrict or impede the Executive from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. The Executive shall promptly provide written notice of any such order to the Board. The Company agrees and covenants that it shall cause its executive officers and directors to refrain from making any defamatory or disparaging remarks, comments or statements concerning the Executive to any third parties.

(f) **Acknowledgement.** The Executive agrees and acknowledges that (i) as a result of his current and prior employment with the Company, Executive has obtained and will obtain Confidential Information; (ii) the Company will suffer substantial damage which will be difficult to compute if, during the Employment Period or thereafter, Executive should divulge or use any Confidential Information; (iii) the scope and period of solicitation restrictions set forth herein are fair and reasonable and are reasonably required for the protection of the Company and its subsidiaries and affiliates, and (iv) the obligations and restrictions contained herein are an integral part of the consideration motivating the Company to enter into this Agreement. It is the intent of the parties that the covenants contained herein will be enforced to the fullest extent permissible under applicable law. If any particular covenant or portion of these covenants is adjudicated to be invalid or unenforceable, these covenants will be deemed amended to revise that provision or portion hereof to the minimum extent necessary to render it enforceable. Such amendment will apply only with respect to the operation of these covenants in the particular jurisdiction in which such adjudication was made.

5. Termination of Employment Period.

(a) **Termination Upon Death.** If the Executive dies during the Employment Period, the Employment Period and the Executive's employment hereunder shall automatically terminate. The Executive's designated beneficiaries (or Executive's estate in the absence of any surviving designated beneficiary) shall be entitled to receive, and the Company shall have no obligation pursuant to this Agreement or otherwise except for, (i) Base Salary through the date of termination in accordance with Section 3(a), (ii) any Annual Performance Bonus earned but not yet paid in accordance with Section 3(b), (iii) reimbursement for business expenses properly incurred by the Executive in accordance with Section 3(g), and (iv) payment for accrued but unused vacation, and (v) Base Salary for the period commencing on the date of termination and ending on the expiration of the Initial Period or the then-current Extension Period (the "**Remaining Contract Period**") in accordance with Section 3(a). In addition, the Executive's designated beneficiary or estate shall be entitled to any other rights, benefits or entitlements in accordance with any applicable plan, policy, program, arrangement of, or other agreement with, the Company or any of its subsidiaries or affiliates, other than amounts in the nature of severance or termination payments except as provided herein.

(b) **Termination Upon Disability.** If the Executive is deemed to have a Disability (as defined below) during the Employment Period, the Employment Period and the Executive's employment hereunder may be terminated by the Company, immediately upon written notice to the Executive. The Executive shall be entitled to receive, and the Company shall have no obligation pursuant to this Agreement or otherwise except for, (i) Base Salary through the date of termination in accordance with Section 3(a), (ii) any Annual Performance Bonus earned but not yet paid in accordance

with Section 3(b), (iii) reimbursement for business expenses properly incurred by the Executive in accordance with Section 3(g), and (iv) payment for accrued but unused vacation. The Company shall maintain, at its cost and expense, a disability insurance policy providing for payment in lieu of compensation for services with coverage customary for similarly situated executive officers. In addition, the Executive shall be entitled to any other rights, benefits or entitlements in accordance with any applicable plan, policy, program, arrangement of, or other agreement with, the Company or any of its subsidiaries or affiliates, other than amounts in the nature of severance or termination payments except as provided herein.

(c) **Termination by the Company for Cause or by the Executive without Good Reason.** The Employment Period and the Executive's employment hereunder may be terminated by the Company for Cause (as defined below), immediately upon written notice to the Executive, or by the Executive without Good Reason (as defined below), upon not less than thirty (30) days' written notice to the Company. The Executive shall be entitled to receive, and the Company shall have no obligation pursuant to this Agreement or otherwise except for, (i) Base Salary through the date of termination in accordance with Section 3(a), (ii) reimbursement for business expenses properly incurred by the Executive in accordance with Section 3(g), and (iii) payment for accrued but unused vacation required by law to be paid as well as unpaid bonuses.

(d) **Termination by the Company without Cause or by Executive for Good Reason.** The Employment Period and the Executive's employment hereunder may be terminated by the Company without Cause, upon not less than thirty (30) days' written notice to the Executive, or by the Executive with Good Reason, upon not less than thirty (30) days' written notice to the Company. The Executive shall be entitled to receive, and the Company shall have no obligation pursuant to this Agreement or otherwise except for, (i) Base Salary through the date of termination in accordance with Section 3(a), (ii) any Annual Performance Bonus earned but not yet paid in accordance with Section 3(b), (iii) reimbursement for business expenses properly incurred by the Executive in accordance with Section 3(g), (iv) payment for accrued but unused vacation, and (v) subject to (A) the Executive having executed a general release and waiver in a form reasonably satisfactory to the Company and such general release and waiver having become effective, (B) the Executive complying with the covenants set forth in Section 4, the Base Salary then in effect for a severance period commencing upon the date of termination and ending three (3) months thereafter (such period, the **"Severance Period"**) in accordance with Section 3(a). In addition, the Executive shall be entitled to any other rights, benefits or entitlements in accordance with any applicable plan, policy, program, arrangement of, or other agreement with, the Company or any of its subsidiaries or affiliates, other than amounts in the nature of severance or termination payments except as provided herein. If the Executive dies during any Severance Period during which he is entitled to benefits pursuant to this Section, his designated beneficiaries (or his estate in the absence of any surviving designated beneficiary) shall continue to receive the compensation and benefits that the Executive would have otherwise received during the remainder of the Severance Period.

(e) **Termination Upon a Change in Control.** If within twelve (12) months after a Change in Control, the Employment Period and the Executive's employment hereunder are terminated by the Company without Cause or by the Executive for Good Reason pursuant to Section 5(d), in lieu of the amounts due under clause (v) of Section 5(d), subject to (A) the Executive having executed a general release and waiver in a form reasonably satisfactory to the Company and such general release and waiver having become effective, (B) the Executive having resigned from the Board, and (C) the Executive complying with the covenants set forth in Section 4, the Company shall pay the Executive in cash an amount equal to twelve (12) months of the Base Salary of the Executive then in effect, in a lump sum to be paid as soon as practicable following the effective date of such general release and waiver (but in no event later than thirty (30) days following such date).

(f) **Disability.** For purposes of this Agreement, **"Disability"** shall mean mental or physical impairment or incapacity rendering the Executive substantially unable to perform his duties under this Agreement for more than 180 days out of any 365-day period during the Employment Period. A determination of Disability shall be made by the Compensation Committee in its reasonable discretion. Any question as to the existence of the Executive's Disability as to which the Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to the Executive and the Company. If the Executive and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing.

(g) **Cause.** For purposes of this Agreement, **"Cause"** shall occur upon:

(i) the Executive having willfully failed to perform his duties under this Agreement (other than any such failure reasonably related to Executive's physical or mental illness);

(ii) the Executive having willfully failed to comply after a written warning to the Executive with a reasonable period of time to comply with any valid and legal directive of the Board clearly documented in the Board minutes;

(iii) the Executive's having materially breached or violated any obligation under this Agreement (where "material" shall include, but not be limited to, a breach of the Executive's covenants set forth in Section 4), or any other written agreement between the Executive and the Company, or any of the Company's written policies or codes of conduct;

(iv) the Executive having willfully exposed the Company to criminal liability substantially caused by the Executive which results in a material adverse effect on the business, financial condition or results of operations of the Company;

(v) the Executive having engaged in dishonesty, illegal conduct, misconduct or gross negligence related to the Executive's employment with the Company (where "dishonest" shall include, but not be limited to, Executive's knowingly or recklessly making a material misstatement or omission for Executive's personal benefit);

(vi) the Executive having engaged in embezzlement, misappropriation, or fraud, whether or not related to the Executive's employment with the Company; or

(vii) the Executive having been convicted of or entered a plea of nolo contendere with respect to a criminal offense constituting a felony (or state law equivalent).

For purposes of the foregoing, no act or failure to act on the part of the Executive shall be considered "willful" unless it is done, or omitted to be done, by the Executive with the reasonable belief that the Executive's action or omission was not in the best interests of the Company. Any act or failure to act that is expressly authorized by the Board pursuant to a resolution duly adopted by the Board, or pursuant to the written advice of counsel for the Company, shall be conclusively presumed to be done, or omitted to be done, by the Executive in the best interests of the Company. Termination of the Executive's employment shall not be deemed to be for Cause unless and until the Company delivers to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the Board, finding that an event described in any of clauses (i)-(vii) above has occurred. Except for such an event which, by its nature, cannot reasonably be expected to be cured, the Executive shall have twenty (20) business days from the delivery of such resolution by the Company within which to cure any events constituting Cause. The Company may place the Executive on paid leave for up to sixty (60) days while it is determining whether there is a basis to terminate the Executive's employment for Cause. Any such action by the Company will not constitute Good Reason.

(h) **Good Reason.** For purposes of this Agreement, "**Good Reason**" shall occur upon:

(i) a material diminution of the Executive's duties and responsibilities provided in Section 2 (other than temporarily while the Executive is physically or mentally incapacitated or as required by applicable law), including, without limitation, the removal of the Executive as the Chief Financial Officer of the Company;

(ii) a material increase of Executive's duties and responsibilities provided in Section 2, of permanent, significant and/or indefinite duration or anticipated to be of permanent, significant and/or indefinite duration, without a mutually agreed upon material increase in compensation detailed in Section 3;

(iii) a material reduction of Base Salary (other than a general reduction in Base Salary that affects all similarly situated executives in substantially the same proportions);

(iv) a material breach of this Agreement by the Company; or

(v) the failure of a successor to all or substantially all of the Company's business and/or assets to promptly assume and continue the Company's obligations under this Agreement, whether contractually or as a matter of law, within fifteen (15) days of such transaction;

provided, however, Good Reason shall only be deemed to occur if the Executive gives the Company notice that an event described in any of clauses (i)-(v) above has occurred, and the Company does not cure the event constituting Good Reason within forty five (45) days following such notice.

(i) **Change in Control.** For purposes of this Agreement, a **"Change in Control"** shall occur if or upon the occurrence of:

(i) any "person" (as such term is defined in Section 3(a)(9) of the Securities Exchange Act of 1934 (the "Exchange Act") and as used in Section 13(d)(3) and 14(d)(2) of the Exchange Act), is or becomes, after the Effective Date, a "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities representing 50% or more of the combined voting power of the Company's outstanding securities eligible to vote for election of directors of the Company;

(ii) the individuals who, as of the Effective Date of this Agreement, are members of the Board (the "Incumbent Board"), cease for any reason to constitute at least two-thirds of the Incumbent Board; provided, however, that if either the election of any new director or the nomination for election of any new director was approved by a vote of more than two-thirds of the Incumbent Board, such new director shall be considered as a member of the Incumbent Board; provided further, however, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of either an actual or threatened "Election Contest" (as described in Rule 14a-11 promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board (a "Proxy Contest"), including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest; or

(iii) consummation of a reorganization, merger or consolidation, sale, disposition of all or substantially all of the assets or stock or any other similar corporate event of the Company (a "Business Combination"), in each case, unless following such Business Combination, (a) all or substantially all of the individuals or entities who were the beneficial owners, respectively, of the Company voting stock entitled to vote generally in the election of directors immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company's stock or all or substantially all of its assets either directly or through one or more subsidiaries) (the "Surviving Corporation") and (b) the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for the Business Combination constitute at least a majority of the members of the Board of Directors of the relevant Surviving Corporation.

(j) **Timing of Payments and Section 409A of the Code.** This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) or an exemption thereto, and, to the extent necessary in order to avoid the imposition of an additional tax on the Executive under Section 409A of the Code, payments may only be made under this Agreement upon an event and in a manner permitted by Section 409A of the Code. As such, notwithstanding anything to the contrary in this Agreement or elsewhere, if the Executive is a “specified employee” as determined pursuant to Section 409A (“Section 409A”) of the Code as of the date of his “separation from service” (within the meaning of Final Treasury Regulation 1.409A-1(h)) and if any payment or benefit provided for in this Agreement or otherwise both (x) constitutes a “deferral of compensation” within the meaning of Section 409A and (y) cannot be paid or provided in the manner otherwise provided without subjecting the Executive to “additional tax”, interest or penalties under Section 409A, then any such payment or benefit that is payable during the first six months following his “separation from service” shall be paid or provided to the Executive in a cash lump-sum, with interest at LIBOR, on the first business day of the seventh calendar month following the month in which his “separation from service” occurs. If the Executive dies during the 6-month period prior to the payment of benefits, the amounts the payment of which is deferred on account of Section 409A of the Code shall be paid to the personal representative of the Executive’s estate within 60 calendar days after the date of the death. In addition, any payment or benefit due upon a termination of his employment that represents a “deferral of compensation” within the meaning of Section 409A, to the extent necessary in order to avoid the imposition of any additional tax on the Executive under Section 409A of the Code, shall only be paid or provided to the Executive upon a “separation from service”. Notwithstanding anything to the contrary in this Agreement or elsewhere, any payment or benefit under this Agreement that is exempt from Section 409A pursuant to Final Treasury Regulation 1.409A-1(b)(9)(v)(A) or (C) shall be paid or provided to the Executive only to the extent that the expenses are not incurred, or the benefits are not provided, beyond the last day of his second taxable year following his taxable year in which the “separation from service” occurs. Finally, for the purposes of this Agreement, amounts payable under this Agreement shall be deemed not to be a “deferral of compensation” subject to Section 409A to the extent provided in the exceptions in Treasury Regulation Sections 1.409A-1(b)(4) (“short-term deferrals”) and (b)(9) (“separation pay plans”), including the exception under subparagraph (iii)) and other applicable provisions of Treasury Regulation Section 1.409A-1 through A-6. Each payment under this Agreement shall be treated as a separate identified payment for purposes of Section 409A. With respect to any reimbursement of expenses of, or any provision of in-kind benefits to, the Executive, as specified under this Agreement, that constitute “deferral of compensation” subject to Section 409A, such reimbursement of expenses or provision of in-kind benefits shall be subject to the following conditions: (a) the expenses eligible for reimbursement or the amount of in-kind benefits provided in one taxable year shall not affect the expenses eligible for reimbursement or the amount of in-kind benefits provided in any other taxable year, except for any medical reimbursement arrangement providing for the reimbursement of expenses referred to in Section 105(b) of the Code; (b) the reimbursement of an eligible expense shall be made no later than the end of the year after the year in which such expense was incurred; and (c) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit. The Executive and the Company agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions as are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to the Executive under Section 409A of the Code. In no event will the Company reimburse the Executive for any taxes that may be imposed as result of Section 409A of the Code.

(k) **Health Continuation Coverage.** If the Employment Period and Executive’s employment hereunder are terminated pursuant to Sections 5(a), 5(b) or 5(d) and the Executive (or the Executive’s designated beneficiaries or estate) properly and timely elects health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), the Company shall reimburse the Executive for the monthly COBRA premium paid by the Executive (or the Executive’s designated beneficiaries or estate) for the Executive and/or the Executive’s dependents until the earlier of (i) the end of the Remaining Contract Period (in the case of a termination pursuant to Sections 5(a) or 5(b)) or the end of the Severance Period (in the case of termination pursuant to Section 5(d)), (ii) the date Executive and/or Executive’s dependents are no longer eligible to receive COBRA continuation coverage, and (iii) the date on which the Executive and/or Executive’s dependents become eligible to receive substantially similar coverage from another employer. Any reimbursement for COBRA premiums shall be paid to the Executive (or the Executive’s designated beneficiaries or estate) on the first (1st) business day of the month immediately following the month in which the Executive (or the Executive’s

designated beneficiaries or estate) timely remits the premium payment. Notwithstanding anything herein to the contrary, if the Company's reimbursement of COBRA premiums would violate the nondiscrimination rules applicable to non-grandfathered plans under the Affordable Care Act (the "ACA"), or result in the imposition of penalties under the ACA and the related regulations and guidance promulgated thereunder, the parties agree to reform such obligation in a manner as is necessary to comply with the ACA.

6. No Mitigation of Damages; No Offset.

In the event the employment of the Executive under this Agreement is terminated for any reason, the Executive shall not be required to seek other employment so as to minimize any obligation of the Company to compensate him for any damages he may suffer by reason of such termination. In addition, except as expressly set forth herein, the Company or any of its subsidiaries or affiliates shall not have a right of offset against any payments due to the Executive under this Agreement on account of any remuneration the Executive receives from subsequent employment.

7. Insurance.

The Company agrees to maintain for the Executive a directors' and officers' liability insurance policy not less favorable than any policy that the Company or any subsidiary or affiliate thereof maintains for its directors and executive officers in general for a period of at least six years following the termination of the Executive's employment.

8. Section 280G of the Code.

If any payment or benefit under this Agreement or otherwise (the "**Payments**") constitutes an "excess parachute payment" within the meaning of Section 280G of the Code, which would be subject (in whole or part) to the excise tax imposed under Section 4999 of the Code, the Payments shall be reduced so that no part of such Payments constitutes an excess parachute payment; *provided, however*, that such reduction shall occur if and only if the net after-tax payment to the Executive after the reduction is greater than the net after-tax payment without such reduction. For purposes of this Section 8, the Executive shall be deemed subject to the highest rate with respect to any applicable taxes. In their determinations with respect to this Section 8, the Company and the Executive may rely on the calculations and analysis by a recognized national accounting firm that the Executive shall have the right to appoint from the three choices amongst such accounting firms provided by the Company. The Company shall name the three national accounting firms for the Executive to select promptly and without delay. Any fees and expenses charged by such accounting firm with respect to calculations and analysis hereunder shall be the obligation of and paid by the Company as they come due, promptly and without delay. All other reasonable costs, fees and expenses with respect to the subject matter described in this Section 8, including those incurred to retain legal counsel for the Executive shall be borne by the Company.

9. No Conflicting Agreements.

As of the date of this Agreement, the Executive hereby represents and warrants to the Company that his entering into this Agreement, and the obligations and duties undertaken by him hereunder, will not conflict with, constitute a breach of, or otherwise violate the terms of any other employment or other written agreement to which he is a party. The Company represents and warrants that it is a corporation duly organized and existing under the laws of the State of Delaware and that execution and delivery of this Agreement has been duly authorized by all necessary corporate action.

10. Assignment.

(a) **By the Executive.** This Agreement and any obligations hereunder shall not be assigned, pledged, alienated, sold, attached, encumbered or transferred in any way by the Executive and any attempt to do so shall be void. Notwithstanding the foregoing, the Executive may transfer his rights and entitlements to compensation and benefits under this Agreement or otherwise pursuant to will, operation of law or in accordance with any applicable plan, policy, program, arrangement of, or other agreement with, the Company or any of its subsidiaries or affiliates.

(b) **By the Company.** Provided the substance of the Executive's duties set forth in Section 2 shall not change, and provided that the Executive's compensation as set forth in Section 3 shall not be adversely affected, the Company may assign or transfer its rights and obligations under this Agreement, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law.

(c) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs (in the case of the Executive) and assigns.

11. Arbitration.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Miami, Florida before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining. In any such arbitration, one arbitrator shall be selected by each of the parties, and the third arbitrator shall be selected by the first two arbitrators. The arbitration award shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction thereof. The arbitrators shall be deemed to possess the powers to issue mandatory orders and restraining orders in connection with such arbitration; *provided, however*, that nothing in this Section 11 shall be construed so as to deny the Company the right and power to seek injunctive relief in a court of equity for any breach or threatened breach of the Executive of any of his covenants contained in Section 4.

12. Notices.

All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given (i) when delivered personally to the party to receive the same, (ii) when mailed first class postage prepaid, by certified mail, return receipt requested, or (iii) when transmitted by electronic mail, in each case addressed to the party to receive the same at his or its address set forth below, or such other address as the party to receive the same shall have specified by written notice given in the manner provided for in this Section 12:

If to the Company: Z Squared Inc.
550 South Andrews Ave. Ste #700
Fort Lauderdale, FL 33301
Email: ifor@zsquaredinc.com
Attn: Board of Directors

If to the Executive: To the most recent home address as indicated in the Company's records

With a copy to: Zarif Law Group P.C.
808 Springwood Avenue, Suite 110
Asbury Park, NJ 07712
Email: mzarif@zariflg.com
Attn: Morris C. Zarif, Esq.

13. Miscellaneous.

(a) If any provision of this Agreement shall, for any reason, be adjudicated by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the jurisdiction in which made and to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

(b) No course of dealing and no delay on the part of any party hereto in exercising any right, power or remedy under or relating to this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, power and remedies. No single or partial exercise of any rights, powers or remedies under or relating to this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(c) This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument, and all signatures need not appear on any one counterpart. Electronic or digital signatures shall be deemed valid and binding to the same extent as original signatures.

(d) All payments required to be made to the Executive by the Company hereunder shall be subject to any applicable withholding under any applicable Federal, state, or local tax laws. Any such withholding shall be based upon the most recent form W-4 filed by the Executive with the Company, and the Executive may from time to time revise such filing.

(e) This Agreement embodies the entire understanding, and supersedes all other oral or written agreements or understandings, between the parties regarding the subject matter hereof (including, without limitation, the Prior Agreement, which is hereby superseded in its entirety as of the A&R Effective Date), but excluding, to the extent not expressly modified by the provisions of this Agreement, any outstanding equity award agreements, any nondisclosed agreement, any "work for hire" or intellectual property assignment agreement and any indemnification agreement. No change, alteration or modification hereof may be made except in writing signed by both parties hereto. Any waiver to be effective must be in writing, specifically referencing the provision of this Agreement being waived and signed by the party against whom enforcement is being sought. Except as otherwise expressly provided herein, there are no other restrictions or limitations on the Executive's activities following termination of employment. The headings in this Agreement are for convenience of reference only and shall not be considered part of this Agreement or limit or otherwise affect the meaning hereof.

(f) This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Delaware (disregarding any choice of law rules which might look to the laws of any other jurisdiction).

(g) Except as otherwise expressly set forth in this Agreement, upon the termination or expiration of the Employment Period, the respective rights and obligations of the parties shall survive such termination or expiration to the extent necessary to carry out the intentions of the parties as embodied under this Agreement. This Agreement shall continue in effect until there are no further rights or obligations of the parties outstanding hereunder and shall not be terminated by either party without the express prior written consent of both parties.

[Signature Page Follows]

[Signature Page to Amended and Restated Executive Employment Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first written above.

Z SQUARED INC.

By: _____
Name: David Halabu
Title: Chief Executive Officer
Date: April 27, 2026

EXECUTIVE

By: _____
Name: Brian Cogley
Title: Chief Financial Officer
Date: April 27, 2026

DOCUMENT 9 OF 17: EX-10.8 · EXECUTIVE EMPLOYMENT AGREEMENT - SCHADEL

Exhibit 10.8**EXECUTIVE EMPLOYMENT AGREEMENT**

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the “**Agreement**”), dated as of **April 27, 2026** (the “**Effective Date**”), is made by and between Z SQUARED, INC., a Delaware corporation (together with its successors and assigns, the “**Company**”), and Ryan Schadel (the “**Executive**”).

WHEREAS, the Company desires to employ the Executive on the terms and conditions set forth herein; and

WHEREAS, the Executive desires to be employed by the Company on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, the parties agree as follows:

1. Employment and Term.

(a) Effective as of the Effective Date, the Company shall employ the Executive, and the Executive accepts such employment by the Company, upon the terms and conditions set forth herein.

(b) Subject to the remainder of this Section and the provisions for termination hereinafter provided in Section 5, the term of the Executive’s employment hereunder shall be from the Effective Date through and including April 27, 2029 (the “**Employment Period**”). For the avoidance of doubt, the Employment Period shall not include any Severance Period (as hereinafter defined).

2. Duties.

(a) Throughout the Employment Period, the Executive shall be the Chief Marketing Officer of the Company reporting directly to the Chief Executive Officer of the Company, and shall have all duties and authorities as customarily exercised by an individual serving in such position in a company the nature and size of the Company. The Executive shall at all times comply with all written Company policies applicable to him. The Executive shall undertake such travel as is reasonably required for his duties hereunder.

(b) Throughout the Employment Period, the Executive shall use his best efforts to perform his duties under this Agreement fully, diligently and faithfully, and shall use his best efforts to promote the interests of the Company and its subsidiaries and affiliates.

(c) Executive shall devote substantially all of his business time to the affairs of the Company; *provided, however*, that anything herein to the contrary notwithstanding, nothing shall preclude the Executive from (i) with the prior written consent of the Board, which consent will not be unreasonably withheld or delayed, serving on the boards of directors of other business entities, trade associations and/or charitable organizations, including, without limitation, the entities where the Executive was serving as a director on the date of this Agreement, (ii) engaging in charitable activities and community affairs, (iii) managing his personal and/or family investments and affairs, and (iv) engaging in any other activities approved by the Board; provided that the activities described above do not interfere with the performance of the Executive’s duties and responsibilities to the Company as provided hereunder.

3. Compensation.

As compensation for his services to be performed hereunder and for his acceptance of the responsibilities described herein, the Company agrees to pay the Executive, and the Executive agrees to accept, the following compensation and other benefits:

(a) **Base Salary.** Effective as of the Effective Date, and continuing through the end of the Employment Period, the Executive's Base Salary shall be a rate of \$180,000 per annum (equivalent to \$15,000 per month), to be paid in periodic installments in accordance with the Company's customary payroll practices and applicable wage payment laws. The Compensation Committee of the Board (the "**Compensation Committee**") shall periodically review such Base Salary and may increase or decrease such Base Salary from time to time (but not below the lowest amount set forth herein), in its sole discretion. After any increase or decrease, the term "Base Salary" shall mean such increased or decreased amount.

(b) **Annual Bonus.** In addition to the Base Salary, subject to the approval of the Board, the Executive shall be entitled to an annual bonus in the form of restricted stock units (RSUs) having a grant date fair market value equal to \$150,000. Such RSUs shall vest in equal quarterly installments over a one-year period from the date of grant, subject to the Executive's continued employment with the Company on each applicable vesting date. The RSUs shall otherwise be subject to the terms and conditions of the Company's equity incentive plan and applicable award agreement(s), which shall in all cases govern the terms of the award and be incorporated into this Agreement.

(c) **Stock Appreciation Bonus.** Subject to the approval of the Board, the Executive shall be granted, as of the Effective Date, an option to purchase 100,000 shares of the Company's common stock, at an exercise price equal to the fair market value of the Company's common stock on the Effective Date (the "**Appreciation Options**"). The Appreciation Options shall vest in full upon the date on which the fair market value of the Company's common stock increases by fifty percent (50%) above the value on the Effective Date, as determined by the Board in its reasonable discretion. The Appreciation Options shall remain exercisable for a period of ten (10) years from the Effective Date, subject to earlier termination in accordance with the terms of the Company's equity incentive plan and the applicable award agreement(s), which shall in all cases govern the terms of the award and be incorporated into this Agreement.

(d) **Equity Awards.** The Compensation Committee may, in its sole discretion, grant Executive additional equity awards from time to time under the Company's equity incentive plans.

(e) **Benefit Plans.** During the Employment Period and as provided in Section 5, the Executive shall be entitled to participate in any and all employee welfare and health benefit plans (including, but not limited to, life insurance, health and medical, dental and disability plans) and other employee benefit plans, in effect from time to time, on a basis no less favorable than the basis on which any other senior executive participates, to the extent consistent with applicable law and the terms of the applicable plan; provided that nothing herein contained shall be construed as requiring the Company to establish or continue any particular benefit plan in discharge of its obligations hereunder.

(f) **Vacation and Other Benefits.** During the Employment Period, the Executive shall be entitled to not less than four weeks of paid vacation during each calendar year of his employment hereunder and to sick days and other paid time off for religious and personal reasons, in each case in accordance with the Company's vacation and paid time off policies and procedures (including with respect to accrual), as in effect from time to time. The Company shall pay or reimburse all reasonable out-of-pocket business, entertainment and travel expenses incurred by the Executive during the Employment Period in the performance of his duties and responsibilities, in accordance with this paragraph and the Company's expense reimbursement policies and procedures, as in effect from time to time. The Executive shall submit to the Company periodic statements of all expenses so incurred. Subject to such audits as the Company may deem necessary, the Company shall reimburse the Executive the full amount of any such expenses advanced by him promptly in the ordinary course. During the Employment Period, the Executive shall be entitled to such other fringe benefits extended or provided to any other senior executive.

(g) **Mobile Phone.** During the Employment Period, the Company shall pay or reimburse Executive for mobile phone expenses, and for up to \$1,000 for a down payment and \$300 monthly.

(h) **Clawback Provisions.** Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation, or any other compensation, paid to the Executive pursuant to this Agreement or any

other agreement or arrangement with the Company which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement).

4. Executive Covenants.

(a) **Confidentiality.** During the Employment Period and thereafter, Executive shall keep confidential and not divulge any Confidential Information, or allow any Confidential Information to be disclosed, published, communicated, or made available, in whole or part, to any person whatsoever. Except as required in the performance of the Executive's authorized employment duties to the Company, Executive shall not access or use any Confidential Information, or copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of the Company. Nothing herein shall prevent disclosure of Confidential Information (i) in the course of Executive performing Executive's duties hereunder or otherwise complying with this Agreement, (ii) with the Company's prior written consent; (iii) to the extent that any such information is in the public domain other than as a result of Executive's breach of any of his obligations hereunder; or (iv) where required to be disclosed by law, regulation, stock exchange rule, court order, subpoena or other government process. If Executive shall be required to make disclosure pursuant to the provisions of clause (iv) of the preceding sentence, Executive promptly, but in no event more than 48 hours after learning of such court order, subpoena or other government process, shall notify the Company in writing (which may be by e-mail) and, at the Company's expense, Executive shall: (x) take all reasonably necessary and lawful steps required by the Company to defend against the enforcement of such court order, subpoena or other government process and (y) permit the Company to intervene and participate with counsel of its choice in any proceeding relating to the enforcement thereof. **"Confidential Information"** means all information concerning the Company not generally known to the public, in spoken, printed, electronic or any other form or medium, including, without limitation, information relating directly or indirectly to: business processes, practices, methods, research, techniques, terms of agreements, transactions and potential transactions, know-how, trade secrets, computer programs, databases, data, technologies, manuals, supplier information, customer information, financial information, employee lists, algorithms, product plans, designs, inventions, unpublished patent applications, original works of authorship, discoveries, of the Company or its businesses or any existing or prospective customer, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to the Company in confidence.

(b) **Documents.** All papers, books and records of every kind and description relating to the business and affairs of the Company, its subsidiaries or its affiliates, whether or not prepared by the Executive are the exclusive property of the Company, and the Executive shall surrender them to the Company, at any time upon written request of the Board, during or after the Employment Period. Anything to the contrary notwithstanding, the Executive shall be entitled to retain (i) papers and other materials (including electronic records) of a personal nature, including, but not limited to, photographs, correspondence, personal diaries, calendars, contact lists and personal files, (ii) information showing his compensation or relating to reimbursement of expenses, (iii) information that he reasonably believes may be needed for tax purposes and (iv) copies of plans, programs and agreements relating to his employment, or if applicable, his termination of employment, with the Company or any of its subsidiaries or affiliates.

(c) **Cooperation.** The Executive hereby agrees to provide reasonable cooperation to the Company, its subsidiaries and affiliates during the Employment Period and, subject to his other personal and business commitments, any Severance Period, in any litigation, regulatory action or similar proceeding between the Company, its subsidiaries or affiliates, and third parties.

(d) **Specific Performance.** The parties agree that the Company shall, in addition to other remedies provided by law, have the right and remedy to seek to have the provisions of this Section 4 specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any breach or threatened breach by the Executive of the provisions of this Section 4 will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company. Nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from the Executive.

(e) **Non-Disparagement.** The Executive agrees and covenants that he will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Company or its businesses, or any of its employees, officers, and existing and prospective customers, suppliers, investors and other associated third parties. This Section 4(e) does not, in any way, restrict or impede the Executive from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. The Executive shall promptly provide written notice of any such order to the Board. The Company agrees and covenants that it shall cause its executive officers and directors to refrain from making any defamatory or disparaging remarks, comments or statements concerning the Executive to any third parties.

(f) **Acknowledgement.** The Executive agrees and acknowledges that (i) as a result of his current and prior employment with the Company, Executive has obtained and will obtain Confidential Information; (ii) the Company will suffer substantial damage which will be difficult to compute if, during the Employment Period or thereafter, Executive should divulge or use any Confidential Information; (iii) the scope and period of solicitation restrictions set forth herein are fair and reasonable and are reasonably required for the protection of the Company and its subsidiaries and affiliates, and (iv) the obligations and restrictions contained herein are an integral part of the consideration motivating the Company to enter into this Agreement. It is the intent of the parties that the covenants contained herein will be enforced to the fullest extent permissible under applicable law. If any particular covenant or portion of these covenants is adjudicated to be invalid or unenforceable, these covenants will be deemed amended to revise that provision or portion hereof to the minimum extent necessary to render it enforceable. Such amendment will apply only with respect to the operation of these covenants in the particular jurisdiction in which such adjudication was made.

5. Termination of Employment Period.

(a) **Termination Upon Death.** If the Executive dies during the Employment Period, the Employment Period and the Executive's employment hereunder shall automatically terminate. The Executive's designated beneficiaries (or Executive's estate in the absence of any surviving designated beneficiary) shall be entitled to receive, and the Company shall have no obligation pursuant to this Agreement or otherwise except for, (i) Base Salary through the date of termination in accordance with Section 3(a), (ii) any Annual Bonus earned but not yet paid in accordance with Section 3(b), (iii) reimbursement for business expenses properly incurred by the Executive in accordance with Section 3(g), and (iv) payment for accrued but unused vacation, and (v) Base Salary for the period commencing on the date of termination and ending on the expiration of the Initial Period or the then-current Extension Period (the "**Remaining Contract Period**") in accordance with Section 3(a). In addition, the Executive's designated beneficiary or estate shall be entitled to any other rights, benefits or entitlements in accordance with any applicable plan, policy, program, arrangement of, or other agreement with, the Company or any of its subsidiaries or affiliates, other than amounts in the nature of severance or termination payments except as provided herein.

(b) **Termination Upon Disability.** If the Executive is deemed to have a Disability (as defined below) during the Employment Period, the Employment Period and the Executive's employment hereunder may be terminated by the Company, immediately upon written notice to the Executive. The Executive shall be entitled to receive, and the Company shall have no obligation pursuant to this Agreement or otherwise except for, (i) Base Salary through the date of termination in accordance with Section 3(a), (ii) any Annual Bonus earned but not yet paid in accordance with Section 3(b), (iii) reimbursement for business expenses properly incurred by the Executive in accordance with Section 3(g), and (iv) payment for accrued but unused vacation. The Company shall maintain, at its cost and expense, a disability insurance policy providing for payment in lieu of compensation for services with coverage customary for similarly situated executive officers. In addition, the Executive shall be entitled to any other rights, benefits or entitlements in accordance with any applicable plan, policy, program, arrangement of, or other agreement with, the Company or any of its subsidiaries or affiliates, other than amounts in the nature of severance or termination payments except as provided herein.

(c) **Termination by the Company for Cause or by the Executive without Good Reason.** The Employment Period and the Executive's employment hereunder may be terminated by the Company for Cause (as defined below), immediately upon written notice to the Executive, or by the Executive without Good Reason (as defined below), upon not less than thirty (30) days' written notice to the Company. The Executive shall be entitled to receive, and the Company shall have no obligation pursuant to this Agreement or otherwise except for, (i) Base Salary through the date of termination in accordance with Section 3(a), (ii) reimbursement for business expenses properly incurred by the Executive in accordance with Section 3(g), and (iii) payment for accrued but unused vacation required by law to be paid as well as unpaid bonuses.

(d) **Termination by the Company without Cause or by Executive for Good Reason.** The Employment Period and the Executive's employment hereunder may be terminated by the Company without Cause, upon not less than thirty (30) days' written notice to the Executive, or by the Executive with Good Reason, upon not less than thirty (30) days' written notice to the Company. The Executive shall be entitled to receive, and the Company shall have no obligation pursuant to this Agreement or otherwise except for, (i) Base Salary through the date of termination in accordance with Section 3(a), (ii) any Annual Bonus earned but not yet paid in accordance with Section 3(b), (iii) reimbursement for business expenses properly incurred by the Executive in accordance with Section 3(g), (iv) payment for accrued but unused vacation, and (v) subject to (A) the Executive having executed a general release and waiver in a form reasonably satisfactory to the Company and such general release and waiver having become effective, (B) the Executive complying with the covenants set forth in Section 4, the Base Salary then in effect for a severance period commencing upon the date of termination and ending three (3) months thereafter (such period, the "**Severance Period**") in accordance with Section 3(a). In addition, the Executive shall be entitled to any other rights, benefits or entitlements in accordance with any applicable plan, policy, program, arrangement of, or other agreement with, the Company or any of its subsidiaries or affiliates, other than amounts in the nature of severance or termination payments except as provided herein. If the Executive dies during any Severance Period during which he is entitled to benefits pursuant to this Section, his designated beneficiaries (or his estate in the absence of any surviving designated beneficiary) shall continue to receive the compensation and benefits that the Executive would have otherwise received during the remainder of the Severance Period.

(e) **Termination Upon a Change in Control.** If within twelve (12) months after a Change in Control, the Employment Period and the Executive's employment hereunder are terminated by the Company without Cause or by the Executive for Good Reason pursuant to Section 5(d), in lieu of the amounts due under clause (v) of Section 5(d), subject to (A) the Executive having executed a general release and waiver in a form reasonably satisfactory to the Company and such general release and waiver having become effective, (B) the Executive having resigned from the Board, and (C) the Executive complying with the covenants set forth in Section 4, the Company shall pay the Executive in cash an amount equal to twelve (12) months of the Base Salary of the Executive then in effect, in a lump sum to be paid as soon as practicable following the effective date of such general release and waiver (but in no event later than thirty (30) days following such date).

(f) **Disability.** For purposes of this Agreement, "**Disability**" shall mean mental or physical impairment or incapacity rendering the Executive substantially unable to perform his duties under this Agreement for more than 180 days out of any 365-day period during the Employment Period. A determination of Disability shall be made by the Compensation Committee in its reasonable discretion. Any question as to the existence of the Executive's Disability as to which the Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to the Executive and the Company. If the Executive and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing.

(g) **Cause.** For purposes of this Agreement, "**Cause**" shall occur upon:

(i) the Executive having willfully failed to perform his duties under this Agreement (other than any such failure reasonably related to Executive's physical or mental illness);

(ii) the Executive having willfully failed to comply after a written warning to the Executive with a reasonable period of time to comply with any valid and legal directive of the Board clearly documented in the Board minutes;

(iii) the Executive's having materially breached or violated any obligation under this Agreement (where "material" shall include, but not be limited to, a breach of the Executive's covenants set forth in Section 4), or any other written agreement between the Executive and the Company, or any of the Company's written policies or codes of conduct;

(iv) the Executive having willfully exposed the Company to criminal liability substantially caused by the Executive which results in a material adverse effect on the business, financial condition or results of operations of the Company;

(v) the Executive having engaged in dishonesty, illegal conduct, misconduct or gross negligence related to the Executive's employment with the Company (where "dishonest" shall include, but not be limited to, Executive's knowingly or recklessly making a material misstatement or omission for Executive's personal benefit);

(vi) the Executive having engaged in embezzlement, misappropriation, or fraud, whether or not related to the Executive's employment with the Company; or

(vii) the Executive having been convicted of or entered a plea of nolo contendere with respect to a criminal offense constituting a felony (or state law equivalent).

For purposes of the foregoing, no act or failure to act on the part of the Executive shall be considered "willful" unless it is done, or omitted to be done, by the Executive with the reasonable belief that the Executive's action or omission was not in the best interests of the Company. Any act or failure to act that is expressly authorized by the Board pursuant to a resolution duly adopted by the Board, or pursuant to the written advice of counsel for the Company, shall be conclusively presumed to be done, or omitted to be done, by the Executive in the best interests of the Company. Termination of the Executive's employment shall not be deemed to be for Cause unless and until the Company delivers to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the Board, finding that an event described in any of clauses (i)-(vii) above has occurred. Except for such an event which, by its nature, cannot reasonably be expected to be cured, the Executive shall have twenty (20) business days from the delivery of such resolution by the Company within which to cure any events constituting Cause. The Company may place the Executive on paid leave for up to sixty (60) days while it is determining whether there is a basis to terminate the Executive's employment for Cause. Any such action by the Company will not constitute Good Reason.

(h) **Good Reason.** For purposes of this Agreement, "**Good Reason**" shall occur upon:

(i) a material diminution of the Executive's duties and responsibilities provided in Section 2 (other than temporarily while the Executive is physically or mentally incapacitated or as required by applicable law), including, without limitation, the removal of the Executive as the Chief Marketing Officer of the Company;

(ii) a material increase of Executive's duties and responsibilities provided in Section 2, of permanent, significant and/or indefinite duration or anticipated to be of permanent, significant and/or indefinite duration, without a mutually agreed upon material increase in compensation detailed in Section 3;

(iii) a material reduction of Base Salary (other than a general reduction in Base Salary that affects all similarly situated executives in substantially the same proportions);

(iv) a material breach of this Agreement by the Company; or

(v) the failure of a successor to all or substantially all of the Company's business and/or assets to promptly assume and continue the Company's obligations under this Agreement, whether contractually or as a matter of law, within fifteen (15) days of such transaction;

provided, however, Good Reason shall only be deemed to occur if the Executive gives the Company notice that an event described in any of clauses (i)-(v) above has occurred, and the Company does not cure the event constituting Good Reason within forty five (45) days following such notice.

(i) **Change in Control.** For purposes of this Agreement, a “**Change in Control**” shall occur if or upon the occurrence of:

(i) any “person” (as such term is defined in Section 3(a)(9) of the Securities Exchange Act of 1934 (the “Exchange Act”) and as used in Section 13(d)(3) and 14(d)(2) of the Exchange Act), is or becomes, after the Effective Date, a “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities representing 50% or more of the combined voting power of the Company’s outstanding securities eligible to vote for election of directors of the Company;

(ii) the individuals who, as of the Effective Date of this Agreement, are members of the Board (the “Incumbent Board”), cease for any reason to constitute at least two-thirds of the Incumbent Board; provided, however, that if either the election of any new director or the nomination for election of any new director was approved by a vote of more than two-thirds of the Incumbent Board, such new director shall be considered as a member of the Incumbent Board; provided further, however, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of either an actual or threatened “Election Contest” (as described in Rule 14a-11 promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board (a “Proxy Contest”), including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest; or

(iii) consummation of a reorganization, merger or consolidation, sale, disposition of all or substantially all of the assets or stock or any other similar corporate event of the Company (a “Business Combination”), in each case, unless following such Business Combination, (a) all or substantially all of the individuals or entities who were the beneficial owners, respectively, of the Company voting stock entitled to vote generally in the election of directors immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company’s stock or all or substantially all of its assets either directly or through one or more subsidiaries) (the “Surviving Corporation”) and (b) the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for the Business Combination constitute at least a majority of the members of the Board of Directors of the relevant Surviving Corporation.

(j) **Timing of Payments and Section 409A of the Code.** This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) or an exemption thereto, and, to the extent necessary in order to avoid the imposition of an additional tax on the Executive under Section 409A of the Code, payments may only be made under this Agreement upon an event and in a manner permitted by Section 409A of the Code. As such, notwithstanding anything to the contrary in this Agreement or elsewhere, if the Executive is a “specified employee” as determined pursuant to Section 409A (“Section 409A”) of the Code as of the date of his “separation from service” (within the meaning of Final Treasury Regulation 1.409A-1(h)) and if any payment or benefit provided for in this Agreement or otherwise both (x) constitutes a “deferral of compensation” within the meaning of Section 409A and (y) cannot be paid or provided in the manner otherwise provided without subjecting the Executive to “additional tax”, interest or penalties under Section 409A, then any such payment or benefit that is payable during the first six months following his “separation from service” shall be paid or provided to the Executive in a cash lump-sum, with interest at LIBOR, on the first business day of the seventh calendar month following the month in which his “separation from service” occurs. If the Executive dies during the 6-month period prior to the payment of benefits, the amounts the payment of which is deferred on account of Section 409A of the Code shall be paid to the personal representative of the Executive’s estate within 60 calendar days after the date of the death. In addition, any payment or benefit due upon a termination of his employment that represents a “deferral of compensation” within the meaning of Section 409A, to the extent necessary in order to avoid the imposition of any additional tax on the Executive under Section 409A of the Code, shall only be paid or provided to the Executive upon a “separation from service”. Notwithstanding anything to the contrary in this Agreement or elsewhere, any payment or benefit under this Agreement that is exempt from Section 409A pursuant to Final Treasury Regulation 1.409A-1(b)(9)(v)(A) or (C) shall be paid or provided to the Executive only to the extent that the expenses are not incurred, or the benefits are not provided, beyond the last day of his second taxable year following his taxable year in which the “separation from service” occurs. Finally, for the purposes of this Agreement, amounts payable under this Agreement shall be deemed not to be a “deferral of compensation” subject to Section 409A to the extent provided in the exceptions in Treasury Regulation Sections 1.409A-1(b)(4) (“short-term deferrals”) and (b)(9) (“separation pay plans”), including the exception under subparagraph (iii)) and other applicable provisions of Treasury Regulation Section 1.409A-1 through A-6. Each payment under this Agreement shall be treated as a separate identified payment for purposes of Section 409A. With respect to any reimbursement of expenses of, or any provision of in-kind benefits to, the Executive, as specified under this Agreement, that constitute “deferral of compensation” subject to Section 409A, such reimbursement of expenses or provision of in-kind benefits shall be subject to the following conditions: (a) the expenses eligible for reimbursement or the amount of in-kind benefits provided in one taxable year shall not affect the expenses eligible for reimbursement or the amount of in-kind benefits provided in any other taxable year, except for any medical reimbursement arrangement providing for the reimbursement of expenses referred to in Section 105(b) of the Code; (b) the reimbursement of an eligible expense shall be made no later than the end of the year after the year in which such expense was incurred; and (c) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit. The Executive and the Company agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions as are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to the Executive under Section 409A of the Code. In no event will the Company reimburse the Executive for any taxes that may be imposed as result of Section 409A of the Code.

(k) **Health Continuation Coverage.** If the Employment Period and Executive’s employment hereunder are terminated pursuant to Sections 5(a), 5(b) or 5(d) and the Executive (or the Executive’s designated beneficiaries or estate) properly and timely elects health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), the Company shall reimburse the Executive for the monthly COBRA premium paid by the Executive (or the Executive’s designated beneficiaries or estate) for the Executive and/or the Executive’s dependents until the earlier of (i) the end of the Remaining Contract Period (in the case of a termination pursuant to Sections 5(a) or 5(b)) or the end of the Severance Period (in the case of termination pursuant to Section 5(d)), (ii) the date Executive and/or Executive’s dependents are no longer eligible to receive COBRA continuation coverage, and (iii) the date on which the Executive and/or Executive’s dependents become eligible to receive substantially similar coverage from another employer. Any reimbursement for COBRA premiums shall be paid to the Executive (or the Executive’s designated beneficiaries or estate) on the first (1st) business day of the month immediately following the month in which the Executive (or the Executive’s

designated beneficiaries or estate) timely remits the premium payment. Notwithstanding anything herein to the contrary, if the Company's reimbursement of COBRA premiums would violate the nondiscrimination rules applicable to non-grandfathered plans under the Affordable Care Act (the "ACA"), or result in the imposition of penalties under the ACA and the related regulations and guidance promulgated thereunder, the parties agree to reform such obligation in a manner as is necessary to comply with the ACA.

6. No Mitigation of Damages; No Offset.

In the event the employment of the Executive under this Agreement is terminated for any reason, the Executive shall not be required to seek other employment so as to minimize any obligation of the Company to compensate him for any damages he may suffer by reason of such termination. In addition, except as expressly set forth herein, the Company or any of its subsidiaries or affiliates shall not have a right of offset against any payments due to the Executive under this Agreement on account of any remuneration the Executive receives from subsequent employment.

7. Insurance.

The Company agrees to maintain for the Executive a directors' and officers' liability insurance policy not less favorable than any policy that the Company or any subsidiary or affiliate thereof maintains for its directors and executive officers in general for a period of at least six years following the termination of the Executive's employment.

8. Section 280G of the Code.

If any payment or benefit under this Agreement or otherwise (the "**Payments**") constitutes an "excess parachute payment" within the meaning of Section 280G of the Code, which would be subject (in whole or part) to the excise tax imposed under Section 4999 of the Code, the Payments shall be reduced so that no part of such Payments constitutes an excess parachute payment; *provided, however*, that such reduction shall occur if and only if the net after-tax payment to the Executive after the reduction is greater than the net after-tax payment without such reduction. For purposes of this Section 8, the Executive shall be deemed subject to the highest rate with respect to any applicable taxes. In their determinations with respect to this Section 8, the Company and the Executive may rely on the calculations and analysis by a recognized national accounting firm that the Executive shall have the right to appoint from the three choices amongst such accounting firms provided by the Company. The Company shall name the three national accounting firms for the Executive to select promptly and without delay. Any fees and expenses charged by such accounting firm with respect to calculations and analysis hereunder shall be the obligation of and paid by the Company as they come due, promptly and without delay. All other reasonable costs, fees and expenses with respect to the subject matter described in this Section 8, including those incurred to retain legal counsel for the Executive shall be borne by the Company.

9. No Conflicting Agreements.

As of the date of this Agreement, the Executive hereby represents and warrants to the Company that his entering into this Agreement, and the obligations and duties undertaken by him hereunder, will not conflict with, constitute a breach of, or otherwise violate the terms of any other employment or other written agreement to which he is a party. The Company represents and warrants that it is a corporation duly organized and existing under the laws of the State of Delaware and that execution and delivery of this Agreement has been duly authorized by all necessary corporate action.

10. Assignment.

(a) **By the Executive.** This Agreement and any obligations hereunder shall not be assigned, pledged, alienated, sold, attached, encumbered or transferred in any way by the Executive and any attempt to do so shall be void. Notwithstanding the foregoing, the Executive may transfer his rights and entitlements to compensation and benefits under this Agreement or otherwise pursuant to will, operation of law or in accordance with any applicable plan, policy, program, arrangement of, or other agreement with, the Company or any of its subsidiaries or affiliates.

(b) **By the Company.** Provided the substance of the Executive's duties set forth in Section 2 shall not change, and provided that the Executive's compensation as set forth in Section 3 shall not be adversely affected, the Company may assign or transfer its rights and obligations under this Agreement, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law.

(c) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs (in the case of the Executive) and assigns.

11. Arbitration.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Miami, Florida before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining. In any such arbitration, one arbitrator shall be selected by each of the parties, and the third arbitrator shall be selected by the first two arbitrators. The arbitration award shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction thereof. The arbitrators shall be deemed to possess the powers to issue mandatory orders and restraining orders in connection with such arbitration; *provided, however*, that nothing in this Section 11 shall be construed so as to deny the Company the right and power to seek injunctive relief in a court of equity for any breach or threatened breach of the Executive of any of his covenants contained in Section 4.

12. Notices.

All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given (i) when delivered personally to the party to receive the same, (ii) when mailed first class postage prepaid, by certified mail, return receipt requested, or (iii) when transmitted by electronic mail, in each case addressed to the party to receive the same at his or its address set forth below, or such other address as the party to receive the same shall have specified by written notice given in the manner provided for in this Section 12:

If to the Company: Z Squared Inc.
550 South Andrews Ave. Ste #700
Fort Lauderdale, FL 33301
Email: ifor@zsquaredinc.com
Attn: Board of Directors

If to the Executive: To the most recent home address as indicated in the Company's records

With a copy to: Zarif Law Group P.C.
808 Springwood Avenue
Email: mzarif@zariflg.com
Attn: Morris C. Zarif, Esq.

13. Miscellaneous.

(a) If any provision of this Agreement shall, for any reason, be adjudicated by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the jurisdiction in which made and to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

(b) No course of dealing and no delay on the part of any party hereto in exercising any right, power or remedy under or relating to this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, power and remedies. No single or partial exercise of any rights, powers or remedies under or relating to this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(c) This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument, and all signatures need not appear on any one counterpart. Electronic or digital signatures shall be deemed valid and binding to the same extent as original signatures.

(d) All payments required to be made to the Executive by the Company hereunder shall be subject to any applicable withholding under any applicable Federal, state, or local tax laws. Any such withholding shall be based upon the most recent form W-4 filed by the Executive with the Company, and the Executive may from time to time revise such filing.

(e) This Agreement embodies the entire understanding, and supersedes all other oral or written agreements or understandings, between the parties regarding the subject matter hereof, but excluding, to the extent not expressly modified by the provisions of this Agreement, any outstanding equity award agreements, any nondisclosed agreement, any “work for hire” or intellectual property assignment agreement and any indemnification agreement. No change, alteration or modification hereof may be made except in writing signed by both parties hereto. Any waiver to be effective must be in writing, specifically referencing the provision of this Agreement being waived and signed by the party against whom enforcement is being sought. Except as otherwise expressly provided herein, there are no other restrictions or limitations on the Executive’s activities following termination of employment. The headings in this Agreement are for convenience of reference only and shall not be considered part of this Agreement or limit or otherwise affect the meaning hereof.

(f) This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Delaware (disregarding any choice of law rules which might look to the laws of any other jurisdiction).

(g) Except as otherwise expressly set forth in this Agreement, upon the termination or expiration of the Employment Period, the respective rights and obligations of the parties shall survive such termination or expiration to the extent necessary to carry out the intentions of the parties as embodied under this Agreement. This Agreement shall continue in effect until there are no further rights or obligations of the parties outstanding hereunder and shall not be terminated by either party without the express prior written consent of both parties.

[Signature Page Follows]

[Signature Page to Executive Employment Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first written above.

Z SQUARED, INC.

By: _____
Name: David Halabu
Title: Chief Executive Officer
Date: April 27, 2026

EXECUTIVE

By: _____
Name: Ryan Schadel
Title: Chief Marketing Officer
Date: April 27, 2026

DOCUMENT 10 OF 17: EX-10.9 · FORM OF INDEPENDENT DIRECTOR AGREEMENT

Exhibit 10.9**INDEPENDENT DIRECTOR AGREEMENT**

THIS INDEPENDENT DIRECTOR AGREEMENT is made effective as of June 4, 2025 (the **"Agreement"**), between Z Squared a Wyoming corporation (the **"Company"**), and [], residing at [] (**"Director"**).

WHEREAS, it is essential to the Company to retain and attract as directors the most capable persons available to serve on the board of directors of the Company (the **"Board"**);

WHEREAS, the Company believes that the Director possesses the necessary qualifications and abilities to serve as a director of the Company and to perform the functions and meet the Company's needs related to the Board;

WHEREAS, the Company appointed Director effective as of the date hereof (the **"Effective Date"**) and desires to enter into an agreement with Director with respect to such appointment; and

WHEREAS, the Director is willing to accept such appointment and to serve the Company on the terms set forth herein and in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the benefits to be derived by each party hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Position. Subject to the terms and provisions of this Agreement, the Company shall cause Director to be appointed, and Director hereby agrees, to serve the Company in such position upon the terms and conditions hereinafter set forth; provided, however, that Director's continued service on the Board after the initial annual term on the Board, which shall end on the next annual meeting of the Company's stockholders, shall be subject to any necessary approval by the Company's stockholders in accordance with the Company's certificate of incorporation and bylaws and the General Corporation Law of the State of Wyoming

2. Service.

(a) Director will serve as a director of the Company and perform all duties as a director of the Company, including without limitation (a) attending meetings of the Board, (b) serving on one or more committees of the Board (each a **"Committee"**) and attending meetings of each Committee of which Director is a member, and (c) using reasonable efforts to promote the business of the Company. The Company currently intends to hold at least one in-person regular meeting of the Board and each Committee each quarter, together with additional meetings of the Board and Committees as may be required by the business and affairs of the Company. In fulfilling his responsibilities as a director of the Company, Director agrees that Director shall act honestly and in good faith with a view to the best interests of the Company and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

(b) The Company recognizes that Director: (i) is or may become a full-time executive employee of another entity and that his responsibilities to such entity must have priority and (ii) sits or may sit on the board of directors of other entities, subject to any limitations set forth by the Sarbanes-Oxley Act of 2002 and limitations provided by any exchange or quotation service on which the Company's common stock is listed or traded. Notwithstanding the same, Director will provide the Company with prior written notice of any future commitments to such entities and use reasonable business efforts to coordinate his respective commitments so as to fulfill his obligations to the Company and, in any event, will fulfill his legal obligations as a director. Other than as set forth above, Director will not, without the prior notification to the Board, engage in any other business activity which could materially interfere with the performance of his duties, services and responsibilities hereunder or which is in violation of the reasonable policies established from time to time by the Company, provided that the foregoing shall in no way limit his activities on behalf of

(i) any current employer and its affiliates or (ii) the board of directors of any entities on which his currently sits. At such time as the Board receives such notification, the Board may require the resignation of Director if it determines that such business activity does in fact materially interfere with the performance of Director's duties, services and responsibilities hereunder.

3. Compensation.

(a) Cash Compensation. Director shall receive [] (\$) each calendar quarter for participation in quarterly Board and Committee meetings, including the annual stockholders' meeting. There will be no additional compensation for ad hoc or preparatory meetings or for being the chair of a Committee other than the audit committee of the Board (the "**Audit Committee**") and only if appointed the chair of the Audit Committee or for being a regular or non-chair member of the Audit Committee and holding a valid CPA license.

(b) Restricted Stock Units. Director shall receive an initial grant of restricted stock units ("RSUs") pursuant to the company's equity plan with a grant date fair market value equal to one hundred fifty thousand dollars (\$150,000) (the "**Initial Award**"). The Initial Award shall be granted on the first trading day following the closing of the Company's initial listing on a national securities exchange, based on the fair market value of the Company's common stock on such date, and shall vest in thirty-six monthly installments over a three year period commencing on the grant date, subject to the Director's continued service on the Board through each applicable vesting date.

In addition, Director shall receive an annual grant of RSUs pursuant to the company's equity plan with a fair market value on the grant date equal to \$[] (the "**Annual Award**"). The Annual Award shall vest in four equal quarterly installments commencing on the first anniversary following the date of the Director's appointment or the applicable grant date, as determined by the Board or its compensation committee, subject to the Director's continued service on the Board through each applicable vesting date.

Notwithstanding the foregoing, if the Director ceases to be a member of the Board at any time during the vesting period for any reason (including resignation, withdrawal, death, disability, or any other reason), any unvested RSUs shall be automatically and irrevocably forfeited, unless otherwise determined by the Board in its sole discretion.

Director further agrees that any shares of common stock issued upon settlement of vested RSUs shall be subject to any "lock-up" agreement that the Company requires its officers to enter into in connection with any public offering or private financing, subject to terms no more restrictive than those applicable to such officers.

(c) Independent Contractor. Director's status during the Directorship Term (as defined below) shall be that of an independent contractor and not, for any purpose, that of an employee or agent with authority to bind the Company in any respect. All payments and other consideration made or provided to Director under this Section 3 shall be made or provided without withholding or deduction of any kind, and Director shall assume sole responsibility for discharging all tax or other obligations associated therewith.

(d) Expense Reimbursements. Upon submission of appropriate receipts, invoices or vouchers as may be reasonably required by the Company, the Company will reimburse Director for all reasonable out-of-pocket expenses incurred in connection with the performance of Director's duties under this Agreement during the Directorship Term (as defined below). Any reimbursements for out-of-pocket expenses of Director in excess of \$500.00 must be approved in advance by the Company.

4. Directorship Term. The "**Directorship Term**," as used in this Agreement, shall mean the period commencing on the Effective Date and terminating on the earliest of the following to occur: (a) the death or disability of Director; (b) the termination of Director from membership on the Board by the Company; (c) the annual meeting of the Company's stockholders in which Director is not re-elected to the Board by the Company's stockholders in accordance with the Company's certificate of incorporation and bylaws; and (d) the resignation by Director from the Board.

5. Director's Representation and Acknowledgment. Director represents to the Company that Director does not know of any conflict or legal prohibition that would restrict Director from serving the Company per the terms of this Agreement, and that the execution and performance of this Agreement shall not be in violation of any agreement or obligation (whether or not written) that Director may have with or to any person or entity, including without limitation,

any prior or current employer. Director hereby acknowledges and agrees that this Agreement (and any other agreement or obligation referred to herein) shall be an obligation solely of the Company, and Director shall have no recourse whatsoever against any stockholder of the Company or any of their respective affiliates with regard to this Agreement.

6. Director Covenants.

(a) Unauthorized Disclosure. Director agrees and understands that in Director's position with the Company, Director has been and will be exposed to and receive information relating to the confidential affairs of the Company, including, but not limited to, technical information, business and marketing plans, strategies, customer information, other information concerning the Company's products, promotions, development, financing, expansion plans, business policies and practices, and other forms of information considered by the Company to be confidential and in the nature of trade secrets. Director agrees that during the Directorship Term and thereafter, Director will keep such information confidential and will not disclose such information, either directly or indirectly, to any third person or entity without the prior written consent of the Company; provided, however, that (i) Director shall have no such obligation to the extent such information is or becomes publicly known or generally known in the Company's industry other than as a result of Director's breach of his obligations hereunder and (ii) Director may, after giving prior notice to the Company to the extent practicable under the circumstances, disclose such information to the extent required by applicable laws or governmental regulations or judicial or regulatory process. This confidentiality covenant has no temporal, geographical or territorial restriction. Upon termination of the Directorship Term, Director will promptly return to the Company and/or destroy at the Company's direction all property, keys, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data, other product or document, and any summary or compilation of the foregoing, in whatever form, including, without limitation, in electronic form, which has been produced by, received by or otherwise submitted to Director in the course or otherwise as a result of Director's position with the Company during or prior to Directorship Term, provided that the Company shall retain such materials and make them available to Director if requested in connection with any litigation against Director under circumstances in which (i) Director demonstrates to the reasonable satisfaction of the Company that the materials are necessary to his defense in the litigation and (ii) the confidentiality of the materials is preserved to the reasonable satisfaction of the Company.

(b) Notwithstanding anything in this Agreement or otherwise, Director understands that Director has the right under federal law to certain protections for cooperating with or reporting legal violations to the Securities and Exchange Commission (the "**SEC**") and/or its Office of the Whistleblower, as well as certain other governmental authorities and self-regulatory organizations, and as such, nothing in this Agreement or otherwise is intended to prohibit Director from disclosing this Agreement to, or from cooperating with or reporting violations to, the SEC or any other such governmental authority or self-regulatory organization, and Director may do so without notifying the Company. The Company may not retaliate against Director for any of these activities, and nothing in this Agreement or otherwise would require Director to waive any monetary award or other payment that Director might become entitled to from the SEC or any other governmental authority.

(c) Non-Solicitation. During Directorship Term and for a period of two (2) years thereafter, Director shall not interfere with the Company's relationship with, or endeavor to entice away from the Company, any person who, on the date of the termination of the Directorship Term and/or at any time during the one year period prior to the termination of the Directorship Term, was an employee or customer of the Company or otherwise had a material business relationship with the Company.

(d) Non-Compete. Director agrees that during the Directorship Term and for a period of two (2) years thereafter, Director shall not in any manner, directly or indirectly, through any person, firm or corporation, alone or as a member of a partnership or as an officer, director, stockholder, investor or employee of or consultant to any other corporation or enterprise; engage in the business of developing, marketing, or selling real property to or for businesses in which the Company engages in or in which the Company has an actual intention, as evidenced by the Company's written business plans, to engage in, within any geographic area in which the Company is then conducting such business. Nothing in this Section 6 shall prohibit Director from being (i) a stockholder in a mutual fund or a diversified investment company or (ii) a passive owner of not more than three percent (3%) of the outstanding stock of any class of securities of a corporation, which are publicly traded, so long as Director has no active participation in the business of such corporation.

(e) Code of Ethics and Insider Trading Policy. Director agrees to comply with the Company's Code of Ethics and Insider Trading Policy. The Code of Ethics and Insider Trading Policy may either or both be amended by the Company from time to time.

7. Director and Officer Liability Insurance. Director shall be covered by the Company's director and officer's liability insurance policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available for any of the Company's directors or officers.

8. Limitation of Liability; Right to Indemnification. Director shall be entitled to limitations of liability and the right to indemnification against expenses and damages in connection with claims against Director relating to his service to the Company to the fullest extent permitted by the Company's Certificate of Incorporation and Bylaws (as such documents may be amended from time to time) and other applicable law.

9. Amendments and Waiver. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both parties. No waiver of any provision of this Agreement on a particular occasion will be deemed or will constitute a waiver of that provision on a subsequent occasion or a waiver of any other provision of this Agreement.

10. Binding Effect, Assignments. This Agreement will be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Notwithstanding the provisions of the immediately preceding sentence, neither Director nor the Company shall assign all or any portion of this Agreement without the prior written consent of the other party.

11. Severability. The provisions of this Agreement are severable, and any provision of this Agreement that is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable in any respect will not affect the validity or enforceability of any other provision of this Agreement.

12. Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wyoming applicable to contracts made and to be performed in that state without giving effect to the principles of conflicts of laws.

13. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understanding relating to such subject matter.

14. Miscellaneous. This Agreement may be executed by the Company and Director in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Counterparts may be delivered via fax, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. Director acknowledges that this Agreement does not constitute a contract of employment and does not imply that the Company will continue his service as a director for any period of time.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Independent Director Agreement as of the date shown above.

Z Squared, Inc.

By: _____

Name:

Title:

DIRECTOR

By: _____

Name:

DOCUMENT 11 OF 17: EX-10.10 · Z SQUARED INC. NON-EMPLOYEE DIRECTOR COMPENSATION PROGRAM.

Exhibit 10.10**Z SQUARED, INC.****NON-EMPLOYEE DIRECTOR COMPENSATION PROGRAM**

This Non-Employee Director Compensation Program (this “**Program**”) of Z Squared, Inc., a Delaware corporation (the “**Company**”), has been approved and adopted by the Board of Directors of the Company (the “**Board**”) to provide for the compensation of members of the Board who are not employees of the Company or any of its subsidiaries (each, a “**Non-Employee Director**”). This Program is effective as of April 27, 2026 (the “**Effective Date**”) and supersedes any prior non-employee director compensation arrangements of the Company.

1. Annual Cash Retainers

Each Non-Employee Director shall be entitled to receive the following annual cash retainers, each paid in quarterly installments in arrears:

- **Base Board Retainer:** \$24,000 per year for service as a member of the Board (paid as \$6,000 per quarter), consistent with the Independent Director Agreements currently in effect.
- **Audit Committee Chair:** Additional \$10,000 per year (paid as \$2,500 per quarter), such that the Audit Committee Chair receives an aggregate annual cash retainer of \$34,000, paid as \$8,500 per quarter.

Cash retainers shall be pro-rated for any Non-Employee Director who commences or ceases service in an applicable capacity during any quarter.

2. Equity Compensation

(a) Initial Equity Grant. Upon a Non-Employee Director's initial appointment or election to the Board, such Non-Employee Director shall receive a one-time grant of restricted stock units (“**RSUs**”) under the Company's 2025 Incentive Compensation Plan (the “**2025 Plan**”) having an aggregate grant-date fair value equal to \$150,000 (the “**Initial RSU Grant**”). The Initial RSU Grant shall vest in thirty-six (36) equal monthly installments over a three-year period commencing on the grant date, subject to the Non-Employee Director's continued service on the Board through each applicable vesting date.

(b) Annual Equity Grant. On the date of each annual meeting of the Company's stockholders, each Non-Employee Director who continues in service immediately following such annual meeting shall receive a grant of RSUs under the 2025 Plan having an aggregate grant-date fair value equal to \$36,000 (or \$50,000 in the case of the Chair of the Audit Committee) (the “**Annual RSU Grant**”). The Annual RSU Grant shall vest in four (4) equal quarterly installments commencing on the first anniversary of the Non-Employee Director's appointment to the Board (or such other commencement date as the Board or the Compensation Committee may determine), subject to the Non-Employee Director's continued service on the Board through each applicable vesting date.

(c) Pro-Ration of Annual Grant. Any Non-Employee Director who is initially appointed or elected to the Board between annual meetings of stockholders shall receive, in addition to the Initial RSU Grant, a pro-rated Annual RSU Grant equal to the full Annual RSU Grant value multiplied by a fraction, the numerator of which is the number of days remaining until the next regularly scheduled annual meeting and the denominator of which is 365.

(d) Determination of Share Number. The number of RSUs subject to each grant shall be determined by dividing the applicable grant-date fair value by the closing price of the Company's common stock on the Nasdaq Global Market on the grant date (or, if such date is not a trading day, the most recent preceding trading day), rounded down to the nearest whole share.

(e) Accelerated Vesting Upon Change in Control. Notwithstanding the foregoing, any outstanding and unvested RSUs held by a Non-Employee Director shall vest in full immediately prior to the consummation of a Change in Control (as defined in the 2025 Plan), subject to the Non-Employee Director's continued service on the Board through the date of such Change in Control.

(f) Plan Terms Govern. All equity awards granted under this Program shall be subject to the terms and conditions of the 2025 Plan and the applicable form of award agreement thereunder, which shall govern in the event of any inconsistency.

3. Election to Receive RSUs in Lieu of Cash

A Non-Employee Director may elect, in advance and in accordance with procedures established by the Compensation Committee of the Board (the “**Compensation Committee**”) and the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, to receive all or a portion of his or her cash retainers in the form of RSUs under the 2025 Plan. Any such RSUs shall be granted on the date the applicable cash retainer would otherwise have been paid, shall be fully vested on the grant date, and shall be subject to such additional terms and conditions as the Compensation Committee may establish.

4. Annual Compensation Limit

The aggregate value of all cash and equity compensation paid or granted to any Non-Employee Director in any fiscal year under this Program (including any other compensation approved by the Board for service as a director, but excluding any compensation paid for services as a consultant or in any other non-director capacity) shall not exceed \$750,000 for any Non-Employee Director other than the Non-Executive Chair or Lead Independent Director, and shall not exceed \$1,000,000 for the Non-Executive Chair or Lead Independent Director. For purposes of this limit, the value of equity awards shall be the aggregate grant-date fair value determined in accordance with FASB ASC Topic 718.

5. Expense Reimbursement

The Company shall reimburse each Non-Employee Director for all reasonable and documented out-of-pocket expenses incurred in connection with attending meetings of the Board and any committee thereof, and in connection with the performance of such Non-Employee Director's duties as a director of the Company, in each case in accordance with the Company's expense reimbursement policies in effect from time to time.

6. Administration; Amendment

This Program shall be administered by the Compensation Committee, which shall have authority to interpret this Program, adopt rules and procedures for its administration, and delegate such of its administrative duties as it deems appropriate. The Board may, at any time and from time to time, amend, modify, suspend, or terminate this Program in whole or in part, except that no such amendment, modification, suspension, or termination shall adversely affect the rights of any Non-Employee Director with respect to any cash retainer accrued or any equity award granted prior thereto without the consent of such Non-Employee Director.

7. No Right to Continued Service

Nothing in this Program shall confer upon any Non-Employee Director any right to continue to serve as a director of the Company, nor shall this Program interfere with or restrict in any way the rights of the Company and its stockholders to remove or not re-nominate or re-elect any Non-Employee Director at any time.

[Bracketed items reflect amounts to be determined by the Board, as such amounts are not provided for in the Independent Director Agreements currently in effect. Other amounts shown above are consistent with such Independent Director Agreements.]

DOCUMENT 12 OF 17: EX-10.12 · FORM OF STOCK OPTION AWARD AGREEMENT

Exhibit 10.12**Z SQUARED, INC. 2025 INCENTIVE COMPENSATION PLAN
STOCK OPTION GRANT AGREEMENT****I. NOTICE OF OPTION GRANT****Grantee Name:** _____**Address:** _____

Z Squared, Inc., a Delaware corporation (the "**Company**") hereby grants the undersigned Grantee (the "**Grantee**") a stock option (the "**Option**") to purchase shares of the Company's common stock, par value \$0.0001 per share (the "**Shares**"), subject to the terms and conditions of the Z Squared, Inc. 2025 Incentive Compensation Plan (the "**Plan**") and this Stock Option Grant Agreement (the "**Grant Agreement**"), as follows:

Grant Date:	_____
Vesting Commencement Date:	_____
Exercise Price per Share:	\$ _____
Total Number of Shares Granted:	_____
Total Exercise Price:	US\$ _____
Type of Option:	☐ Incentive Stock Option ☐ Nonqualified Stock Option
Term/Expiration Date:	_____
Vesting Schedule:	_____

Exercise Period: To the extent vested, this Option shall be exercisable for three (3) months after the Grantee ceases to be a Service Provider, except this period shall be twelve (12) months if the Grantee ceases to be a Service Provider on account of Disability and this Option shall remain exercisable until the Option's Term/Expiration Date if the Grantee ceases to be a Service Provider on account of the Grantee's death. If the Grantee ceases to be a Service Provider, at any time before all of the Option has vested, the Grantee's unvested portion of the Option shall be automatically forfeited upon such cessation, and the Company shall not have any further obligations to the Grantee with respect to the Option or portion thereof that has been so forfeited under this Grant Agreement. Notwithstanding the foregoing sentence, in no event may this Option be exercised after the Term/Expiration Date as provided above, and if a Grantee's status as a Service Provider is terminated for Cause, the Grantee's Option (whether vested or unvested) shall terminate as of the date of the misconduct.

II. GRANT AGREEMENT

1. Grant of Option.

(a) Pursuant to the terms of the Plan, the Company hereby grants to the Grantee named in the Notice of Option Grant in Part I of this Grant Agreement, an Option to purchase the number of Shares set forth in the Notice of Option Grant, at the exercise price per Share set forth in the Notice of Option Grant (the "**Exercise Price**"). In the event of a conflict between the terms and conditions of the Plan and this Grant Agreement, the terms and conditions of the Plan shall prevail. Any capitalized terms not defined herein shall have the meaning set forth in the Plan.

(b) If designated in the Notice of Option Grant as an Incentive Stock Option ("**ISO**"), this Option is intended to qualify as an "incentive stock option" as defined in Code Section 422. Nevertheless, to the extent that it exceeds the \$100,000 rule of Code Section 422(d), this Option shall be treated as a Nonqualified Stock Option ("**NSO**"). Further, if for any reason this Option (or portion thereof) shall not qualify as an ISO, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as an NSO. In no event shall the Company or any affiliate or any of their respective employees or directors have any liability to the Grantee (or any other person) due to the failure of the Option to qualify for any reason as an ISO.

2. Exercise of Stock Option. This Option shall be exercisable during its term as follows:

(a) Right to Exercise. This Option shall be exercisable cumulatively according to the vesting schedule set forth in the Notice of Option Grant, but the Option may not be exercised for a fraction of a Share.

(b) Method of Exercise. This Option shall be exercisable by delivery of an exercise notice in the form attached as Exhibit A (the "**Exercise Notice**") or in a manner and pursuant to such procedures as the Administrator may determine, which shall state the election to exercise the Option (to the extent then vested), the number of Shares with respect to which the Option is being exercised (the "**Exercised Shares**"), and such other representations and agreements as may be required by the Company. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares, together with any applicable withholding taxes. This Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Exercise Price, together with any applicable withholding taxes.

(c) Compliance. No Shares shall be issued pursuant to the exercise of the Option unless such issuance and such exercise comply with Applicable Laws. Assuming such compliance, for income tax purposes, the Shares shall be considered transferred to the Grantee on the date on which the Option is exercised with respect to such Shares. The Shares shall be unregistered unless the Company voluntarily files a registration statement covering such Shares with the U.S. Securities and Exchange Commission.

3. Method of Payment. Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of the Grantee:

- (a) cash;
- (b) delivery of Shares that the Grantee has owned for at least six months (valued at Fair Market Value on the date of exercise);
- (c) by a broker-assisted cashless exercise in accordance with procedures approved by the Administrator, whereby payment of the Exercise Price may be satisfied, in whole or in part, with Shares subject to the Option by delivery of an irrevocable direction to a securities broker (on a form prescribed by the Administrator) to sell Shares and to deliver all or part of the sale proceeds to the Company in payment of the aggregate Exercise Price;

- (d) for a NSO only and only if approved by the Administrator, as determined in its sole discretion, by delivery of a notice of “net exercise” to the Company, pursuant to which the Grantee shall receive the number of Shares underlying the Option so exercised reduced by the number of Shares equal to the aggregate Exercise Price of the Option divided by the Fair Market Value on the date of exercise;

- (e) if approved by the Administrator, such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Laws; or
- (f) any combination of the foregoing methods of payment.

4. Restrictions on Exercise. This Option may not be exercised if the issuance of such Shares upon such exercise or the method of payment of consideration for such Shares would constitute a violation of Applicable Laws.

5. Nontransferability of Option. This Option may not be transferred in any manner other than by will or by the laws of descent or distribution and may be exercised during the lifetime of the Grantee only by the Grantee. The terms of this Grant Agreement shall be binding upon the executors, administrators, heirs, successors, and assigns of the Grantee.

6. Term of Option. This Option may be exercised only within the term set out in the Notice of Option Grant and may be exercised during such term only in accordance with the terms of this Grant Agreement and the Plan.

7. Tax Obligations.

(a) Applicable Withholding Taxes. The Grantee agrees to make appropriate arrangements with the Company (or the affiliate employing or retaining the Grantee) for the satisfaction of all applicable withholding taxes applicable to the Option exercise. The Grantee acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver the Shares if such applicable withholding taxes are not delivered at the time of exercise. The Company shall have the authority to cause any required tax withholding obligation to be satisfied, in whole or in part, by (i) withholding from Shares to be issued to the Grantee a number of Shares with an aggregate fair market value that would satisfy the withholding amount due; or (ii) causing its transfer agent to sell from the number of Shares to be issued to the Grantee, the number of Shares necessary to satisfy the federal, state and local taxes required by law to be withheld from the Grantee on account of such taxable event.

(b) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to the Grantee herein is an ISO, and if the Grantee sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (i) the date two (2) years after the Grant Date, or (ii) the date one (1) year after the date of exercise, the Grantee shall immediately notify the Company in writing of such disposition.

(c) Section 409A. The Option is intended to be exempt from Section 409A, and it shall be administered and interpreted in a manner that is consistent with such intent.

8. Entire Agreement; Governing Law. This Grant Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified in a manner materially adverse to the Grantee's interest except by means of a writing signed by the Company and the Grantee. This Grant Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware, without reference to any choice of law principles.

9. Notices. Any notice to be given under this Grant Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address. Any notice to be given under the terms of this Grant Agreement to the Grantee must be in writing and addressed to the Grantee at the Grantee's last known mailing address or email address in the Company's personnel files. By a notice given pursuant to this Section 9, either party may designate a different address for notices to be given to the party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail

(return receipt requested) and deposited with postage prepaid in a post office, or when delivered by a nationally recognized express shipping company.

10. Compensation Recovery.

(a) The Grantee agrees that this Option and any Shares or other benefits or proceeds therefrom that the Grantee may receive hereunder shall be subject to forfeiture and/or repayment to the Company pursuant to any recovery, recoupment, “clawback” or similar policy of the Company, as may be amended from time to time, and with the provisions of any such Company policy deemed incorporated into this Grant Agreement without the Grantee’s additional or separate consent.

(b) At any time during the three years following the date(s) on which this Option vests, the Company reserves the right to and, in the appropriate cases, will seek restitution of all or part of any Shares that have been issued pursuant to this Grant Agreement if the Grantee engaged in intentional misconduct that caused or partially caused the need for such a restatement, or the Grantee has been determined to have committed a material violation of law or Company policy or to have failed to properly manage or monitor the conduct of a Service Provider who has committed a material violation of law or Company policy whereby, in either case, such misconduct causes significant harm to the Company.

(c) In the event the number of Shares issued pursuant to this Option is determined to have been based on materially inaccurate financial statements or other Company performance measures or on calculation errors (without any misconduct on the part of the Grantee) at any time during the three years following the date(s) on which this Option vests, the Company reserves the right to and, in appropriate cases, will seek restitution of the Shares received pursuant to this Grant to the extent that the number of Shares received exceeded the number of Shares that would have been exercised and issued had the inaccuracy or error not occurred.

(d) For purposes of the foregoing, the Grantee expressly and explicitly authorizes the Company to issue instructions on the Grantee’s behalf, to any brokerage firm and/or third-party administrator engaged by the Company to hold any Shares and other amounts acquired pursuant to this Option to re-convey, transfer or otherwise return such Shares to the Company upon the Company’s enforcement of its rights under this Section 10. By accepting this Grant, the Grantee agrees and acknowledges the Grantee is obligated to cooperate with and provide any and all assistance requested by the Company in its efforts to recover or recoup Shares or the proceeds received therefrom pursuant to this Grant, which may include, but shall not be limited to, executing, completing and submitting any documentation necessary to facilitate the Company’s efforts to recover or recoup Shares or the proceeds received therefrom pursuant to this Grant. Additionally, by accepting this Grant, the Grantee acknowledges and agrees that no recovery or recoupment action pursuant to this Section 10, any Company clawback policy or otherwise will constitute an event that triggers or contributes to any right of the Grantee to resign for “good reason” or “constructive termination” (or similar term) under any agreement with the Company.

(e) This Section 10 is not intended to limit the Company’s power to take such action as it deems necessary to remedy any misconduct, prevent its reoccurrence and, if appropriate, based on all relevant facts and circumstances, punish the wrongdoer in a manner it deems appropriate.

11. Data Privacy Consent. In order to administer the Plan and this Grant Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the “Relevant Companies”) may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the “Relevant Information”). By entering into this Grant Agreement, the Grantee (i) authorizes each Relevant Company to collect, process, register and transfer to each other Relevant Company all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction which a Relevant Company considers appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

12. Counterparts. This Grant Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Grant Agreement may be by actual or facsimile signature.

13. No Guarantee of Continued Service. THE GRANTEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE OPTION PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE AFFILIATE EMPLOYING OR RETAINING GRANTEE) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION, OR ACQUIRING SHARES HEREUNDER. THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS GRANT AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER, AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH THE GRANTEE'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE AFFILIATE EMPLOYING OR RETAINING GRANTEE) TO TERMINATE GRANTEE'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

The Grantee represents that the Grantee is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. The Grantee has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Agreement, and fully understands all provisions of the Option. The Grantee hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Administrator upon any questions arising under this Option or this Grant Agreement. The Grantee further agrees to notify the Company upon any change in the residence address indicated below.

Signature Page Follows

GRANTEE

Signature

Print Name

Residence Address

Z SQUARED, INC.

By

Print Name

Print Title

EXHIBIT A**EXERCISE NOTICE**

Z Squared, Inc.
[Address]
Attention: Secretary

1. Exercise of Option. Effective as of today, _____, ____, the undersigned (the "**Grantee**") hereby elects to exercise the Grantee's stock option (the "**Option**") to purchase _____ Shares of common stock (the "**Shares**") of Z Squared, Inc. (the "**Company**") under and pursuant to the Z Squared, Inc. 2025 Incentive Compensation Plan (the "**Plan**") and the Stock Option Grant Agreement, dated _____, ____, by and between the Company and the Grantee (the "**Grant Agreement**").

2. Delivery of Payment. The Grantee herewith delivers to the Company the full purchase price of the Shares, as set forth in the Grant Agreement, and any and all withholding taxes due in connection with the exercise of the Option.

3. Rights as Shareholder. Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Shares subject to the Option, notwithstanding the exercise of the Option. The Shares shall be issued to the Grantee as soon as practicable after the Option is exercised in accordance with the Grant Agreement. No adjustment shall be made for a dividend or other right for which the record date is prior to the date of issuance.

4. Tax Consultation. The Grantee understands that the Grantee may suffer adverse tax consequences as a result of the Grantee's purchase or disposition of the Shares. The Grantee represents that the Grantee has consulted with any tax consultants the Grantee deems advisable in connection with the purchase or disposition of the Shares and that the Grantee is not relying on the Company for any tax advice.

5. Interpretation. Any dispute regarding the interpretation of this Exercise Notice shall be submitted by the Grantee or by the Company forthwith to the Administrator, which shall review such dispute at its next regular meeting. The resolution of such a dispute by the Administrator shall be final and binding on all parties.

6. Governing Law; Severability. This Exercise Notice will be governed by and construed in accordance with the internal laws of the State of Wyoming, without reference to any choice of law principles. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Exercise Notice shall continue in full force and effect.

7. Entire Agreement. The Grant Agreement and Plan are incorporated herein by reference. This Exercise Notice and the Grant Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof.

Submitted by:

GRANTEE

Signature

Print Name

Address:

Accepted by:

Z SQUARED, INC.

By

Print Name

Print Title

Date Received

DOCUMENT 13 OF 17: EX-10.13 · FORM OF RESTRICTED STOCK UNIT AWARD AGREEMENT

Exhibit 10.13**Z SQUARED, INC. 2025 INCENTIVE COMPENSATION PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT****I. NOTICE OF RESTRICTED STOCK UNIT AWARD****Participant Name:** _____**Address:** _____

Z Squared, Inc., a Delaware corporation (the "Company") hereby grants the undersigned Participant (the "Participant") Restricted Stock Units ("RSUs") covering shares of the Company's common stock, par value \$0.0001 per share (the "Shares"), subject to the terms and conditions of the Z Squared, Inc. 2025 Incentive Compensation Plan (the "Plan") and this Award Agreement (the "Award Agreement"), as follows:

Grant Date: _____**Total Number of RSUs Granted:** _____**Vesting Commencement Date:** _____**Vesting Schedule:** _____**II. AGREEMENT****1. Grant of RSUs.**

(a) The Company hereby grants to the Participant named in the Notice of Restricted Stock Unit Award (the "Award") in Part I of this Agreement the RSUs set forth in the Notice of Restricted Stock Unit Award as of the Grant Date set forth above. Each RSU represents the right to receive one Share, subject to the terms and conditions set forth in this Award Agreement and the Plan. The Participant will have no right to the distribution of any Shares until the time (if ever) the RSUs have vested.

(b) The RSUs are subject to the terms and conditions set forth in this Award Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Award Agreement, the terms of the Plan will control. Any capitalized terms not defined herein shall have the meaning set forth in the Plan.

(c) The RSUs will at all times prior to settlement represent an unsecured Company obligation payable only from the Company's general assets.

2. Vesting. The RSUs will vest according to the Vesting Schedule above, except that any fraction of an RSU that would otherwise be vested will be accumulated and will vest only when a whole RSU has accumulated. Once vested, RSUs become "**Vested Units**" and shall be settled as provided in Section 3 below. When a Participant ceases to be a Service Provider, at any time before the RSUs have vested, the Participant's unvested RSUs shall be automatically forfeited upon such cessation, and the Company shall not have any further obligations to the Participant with respect to such RSUs that have been so forfeited under this Award Agreement.

3. Settlement of Vested Units.

(a) As soon as practicable and generally within sixty (60) days following the vesting date (and in any event no later than March 15 of the calendar year following the calendar year in which such vesting occurs if settlement of the RSUs cannot be settled within said sixty- (60) day period for reasons outside the reasonable control of the Company), the Company shall, (i) issue and deliver to the Participant the number of Shares equal to the number of Vested Units; and (ii) enter the Participant's name on the books of the Company as the shareholder of record with respect to the Shares delivered to the Participant.

(b) Notwithstanding the foregoing, the Company may delay any payment under this Award Agreement that the Company reasonably determines would violate Applicable Laws until the earliest date the Company reasonably determines the making of the payment will not cause such violation (in accordance with Treasury Regulation Section 1.409A-2(b)(7)(ii)); provided the Company reasonably believes the delay will not result in the imposition of excise taxes under Code Section 409A.

4. Rights as Shareholder; Dividend Equivalents.

(a) The Participant shall not have any rights of a shareholder with respect to the Shares underlying the RSUs unless and until the RSUs vest and are settled by the issuance of such Shares.

(b) Upon and following the settlement of the RSUs, the Participant shall be the record owner of the Shares underlying the RSUs unless and until such Shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a shareholder of the Company (including voting rights).

(c) The Participant shall not be entitled to any dividend equivalents with respect to the RSUs to reflect any dividends payable on Shares.

5. Restrictions. Until such time as the RSUs are settled in accordance with Section 3 above, the RSUs or the rights relating thereto may not be assigned, alienated, pledged, attached, sold, or otherwise transferred or encumbered by the Participant, unless determined otherwise by the Administrator. Any attempt to assign, alienate, pledge, attach, sell, or otherwise transfer or encumber the RSUs or the rights relating thereto in violation of this Award Agreement or the Plan shall be wholly ineffective.

6. Adjustments. The Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification, and termination in certain events as provided in this Award Agreement and the Plan.

7. Compliance. No Shares shall be issued pursuant to the settlement of Vested Units unless such issuance complies with Applicable Laws. The Participant acknowledges that the Plan and this Award Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws.

8. Participant's Representations. The Participant represents to the Company that the Participant has reviewed with the Participant's own tax advisors the tax consequences of receiving this Award Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant further agrees and represents that no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs or recoupment of any Shares acquired under the Plan or proceeds therefrom resulting from (i) the application of a clawback policy described in Section 10 hereof or required by Applicable Laws, or (ii) the Participant ceasing to be a Service Provider.

9. Tax Obligations.

(a) The Participant acknowledges and agrees that the Participant is ultimately liable for all federal, state, local, and non-U.S. income taxes, social insurance, payroll tax, fringe benefits tax, and payments on account or other tax-related items related to the Participant's participation in the Plan (collectively, "Tax Items"). The Participant acknowledges that the Company (i) makes no representations or undertakings regarding the treatment of any Tax Item in connection with any aspect of the Award, and (ii) does not commit to and is under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Participant's liability for Tax Items or achieve a particular result. Furthermore, if the Participant becomes subject to Tax Items in more than one jurisdiction, the Participant acknowledges that the Company may be required to withhold or account for Tax Items in more than one jurisdiction. The Participant acknowledges and agrees that the Company may refuse to deliver the Shares if withholding amounts for Tax Items are not satisfied. The Company shall have the authority to cause any required tax withholding obligation to be satisfied, in whole or in part, by (i) withholding from Shares to be issued to the Grantee a number of Shares with an aggregate fair market value that would satisfy the withholding amount due; or (ii) causing its transfer agent to sell from the number of Shares to be issued to the Grantee, the number of Shares necessary to satisfy the federal, state and local taxes required by law to be withheld from the Grantee on account of such taxable event.

(b) Prior to the applicable taxable or tax withholding event, as applicable, the Participant shall pay or make adequate arrangements satisfactory to the Company to satisfy all Tax Items.

(i) If the RSUs are paid to the Participant in Shares and the Participant is not subject to the short-swing profit rules of Section 16(b) of the Exchange Act, the Participant authorizes the Company or its agents, at their discretion, to (A) withhold from the Participant's wages or other cash compensation paid to the Participant by the Company, (B) arrange for the sale of Shares to be issued upon the settlement of the Award (on the Participant's behalf and at the Participant's direction pursuant to this authorization or such other authorization the Participant may be required to provide to the Company or its designated broker in order for such sale to be effectuated) and withhold from the proceeds of such sale, (C) withhold in Shares otherwise issuable to the Participant pursuant to this Award, and/or (D) apply any other method of withholding determined by the Company and, to the extent required by Applicable Laws or the Plan, approved by the Administrator.

(ii) If the RSUs are paid to the Participant and the Participant is subject to the short-swing profit rules of Section 16(b) of the Exchange Act, the Participant may satisfy the liabilities with respect to the Tax Items by one of the following, as determined by the Participant or the Administrator: (A) cash or check, (B) in whole or in part by delivery of Shares, including Shares delivered by attestation and Shares retained from the Award creating the Tax Item liability, valued at their fair market value on the date of delivery, or (C) in whole or in part by the Company withholding Shares otherwise vesting or issuable under this Award.

(c) Depending on the withholding method, the Company may withhold or account for Tax Items by considering applicable statutory or other withholding rates, including minimum or maximum rates in the jurisdiction(s) applicable to the Participant. If liability for Tax Items is satisfied by withholding Shares, for tax purposes, the Participant will be deemed to have been issued the full number of Shares to which the Participant is entitled pursuant to this Award, notwithstanding that a number of Shares are withheld to satisfy Tax Item liabilities.

(d) Code Section 409A. This Restricted Stock Unit Award is intended to be exempt from Code Section 409A, and it shall be administered and interpreted in a manner that is consistent with such intent.

10. Compensation Recovery.

(a) The Participant agrees that this Award and any Shares or other benefits or proceeds therefrom that the Participant may receive hereunder shall be subject to forfeiture and/or repayment to the Company pursuant to any recovery, recoupment, "clawback" or similar policy of the Company, as may be amended from time to time, and with the provisions

of any such Company policy deemed incorporated into this Award Agreement without the Participant's additional or separate consent.

(b) At any time during the three years following the date on which Shares subject to this Award vest, the Company reserves the right to and, in the appropriate cases, will seek restitution of all or part of any Shares that have been issued or cash that has been paid pursuant to this Award Agreement if: (A) (i) the number of Shares or the amount of cash payment was calculated based, directly or indirectly, upon the achievement of financial results that were subsequently the subject of a restatement of all or a portion of the Company's financial statements, (ii) the Participant engaged in intentional misconduct that caused or partially caused the need for such a restatement, and (iii) the number of Shares or the amount of cash payment that would have been issued or paid to the Participant had the financial results been properly reported would have been lower than the number of Shares actually issued or the amount of cash actually paid, or (B) the Participant has been determined to have committed a material violation of law or Company policy or to have failed to properly manage or monitor the conduct of a Service Provider who has committed a material violation of law or Company policy whereby, in either case, such misconduct causes significant harm to the Company.

(c) In the event the number of Shares issued or cash paid pursuant to this Award is determined to have been based on materially inaccurate financial statements or other Company performance measures or on calculation errors (without any misconduct on the part of the Participant), the Company reserves the right to and, in appropriate cases, will (i) seek restitution of the Shares or cash paid pursuant to this Award to the extent that the number of Shares issued or the amount paid exceeded the number of Shares that would have been issued or the amount that would have been paid had the inaccuracy or error not occurred, or (ii) issue additional Shares or make additional payment to the extent that the number of Shares issued or the amount paid was less than the correct amount.

(d) For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions on the Participant's behalf, to any brokerage firm and/or third-party administrator engaged by the Company to hold any Shares and other amounts acquired pursuant to this Award to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company upon the Company's enforcement of its rights under this Section 10. By accepting this Award, the Participant agrees and acknowledges the Participant is obligated to cooperate with and provide any and all assistance requested by the Company in its efforts to recover or recoup Shares or the proceeds received therefrom pursuant to this Award, which may include, but shall not be limited to, executing, completing and submitting any documentation necessary to facilitate the Company's efforts to recover or recoup Shares or the proceeds received therefrom pursuant to this Award. Additionally, by accepting this Award, the Participant acknowledges and agrees that no recovery or recoupment action pursuant to this Section 10, any Company clawback policy or otherwise will constitute an event that triggers or contributes to any right of the Participant to resign for "good reason" or "constructive termination" (or similar term) under any agreement with the Company.

(e) This Section 10 is not intended to limit the Company's power to take such action as it deems necessary to remedy any misconduct, prevent its reoccurrence and, if appropriate, based on all relevant facts and circumstances, punish the wrongdoer in a manner it deems appropriate.

11. Data Privacy Consent. In order to administer the Plan and this Grant Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Grant Agreement, the Grantee (i) authorizes each Relevant Company to collect, process, register and transfer to each other Relevant Company all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction which a Relevant Company considers appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

12. Notices. Any notice to be given under this Award Agreement to the Company must be in writing and addressed to the Company in care of the Company's General Counsel at the Company's principal office or the General Counsel's then-

current email address. Any notice to be given under the terms of this Award Agreement to the Participant must be in writing and addressed to the Participant at the Participant's last known mailing address or email address in the Company's personnel files. By a notice given pursuant to this Section 12, either party may designate a different address for notices to be given to the party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office, or when delivered by a nationally recognized express shipping company.

13. Entire Agreement; Governing Law. The Plan and this Award Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. This Award Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board; provided, however, that except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Award Agreement shall materially and adversely affect the Participant's interest without the prior written consent of the Participant. This Award Agreement is governed by the internal substantive laws, but not the choice of law rules, of the State of Delaware.

14. Award Agreement Severable. In the event that any provision of this Award Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of this Award Agreement.

15. Counterparts. This Award Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Award Agreement may be by actual or facsimile signature.

16. Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. The Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs, and rights no greater than the right to receive cash or the Shares as a general unsecured creditor with respect to the RSUs, as and when settled pursuant to the terms of this Agreement.

17. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED SHARE UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AND NOT THROUGH THE ACT OF BEING GRANTED THIS AWARD OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER, AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

Participant acknowledges receipt of a copy of the Plan and represents that Participant is familiar with the terms and provisions thereof, and hereby accepts this Restricted Stock Unit Award, subject to all of the terms and provisions of the Plan and this Award Agreement. Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement, and fully understands all provisions of the Award. Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Award, or this Award Agreement. The Participant further agrees to notify the Company upon any change in the residence address indicated below.

Signature Page Follows

PARTICIPANT

Signature

Print Name

Residence Address

Z SQUARED Holdings, Inc.

By

Print Name

Print Title

DOCUMENT 14 OF 17: EX-10.14 · FORM OF RESTRICTED STOCK AWARD AGREEMENT

Exhibit 10.14**Z SQUARED, INC. 2025 INCENTIVE COMPENSATION PLAN****RESTRICTED STOCK AWARD AGREEMENT**

	I.	NOTICE OF RESTRICTED STOCK AWARD
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Participant Name: _____**Address:** _____

Z Squared, Inc., a Wyoming corporation (the "**Company**"), hereby grants to the undersigned Participant (the "**Participant**") the number of shares of the Company's common stock, par value \$0.0001 per share (the "**Shares**"), set forth below, as an Award of Restricted Stock (the "**Restricted Stock**") subject to the terms and conditions of the Z Squared, Inc. 2025 Incentive Compensation Plan (the "**Plan**") and this Award Agreement (the "**Award Agreement**"), as follows:

Grant Date: _____**Total Number of Shares of Restricted Stock Granted:** _____

Purchase Price Per Share (if any): \$0.00 (issued in consideration of past and/or future services rendered to the Company, the value of which the Administrator has determined to be equal to the aggregate fair market value of the Shares on the Grant Date)

Vesting Commencement Date: _____**Vesting Schedule:** _____

II.	AGREEMENT
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1. Grant of Restricted Stock.

(a) The Company hereby grants to the Participant named in the Notice of Restricted Stock Award (the "**Award**") in Part I of this Award Agreement the Shares of Restricted Stock set forth in the Notice of Restricted Stock Award as of the Grant Date set forth above. Upon issuance, the Shares shall be subject to the vesting conditions and restrictions set forth in this Award Agreement and the Plan.

(b) The Restricted Stock is subject to the terms and conditions set forth in this Award Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Award Agreement, the terms of the Plan will control. Any capitalized terms not defined herein shall have the meaning set forth in the Plan.

(c) The Shares of Restricted Stock shall be issued on or promptly following the Grant Date, either by book-entry registration on the records of the Company's transfer agent or in certificated form, in each case in the name of the Participant, and shall bear or be subject to notation of the restrictive legend set forth in Section 9 below.

2. Vesting.

The Shares of Restricted Stock will vest and become free of the restrictions set forth in Sections 3, 5, and 6 below in accordance with the Vesting Schedule set forth in Part I above (each, a "**Vesting Date**"). Except as otherwise provided in the Plan or this Award Agreement, in the event the Participant ceases to be a Service Provider for any reason prior to the applicable Vesting Date, any Shares of Restricted Stock that have not vested as of such date (the "**Unvested Shares**") shall be automatically forfeited and returned to the Company, without payment of any consideration therefor, and the Participant shall have no further rights with respect to such Unvested Shares. Shares of Restricted Stock that have vested in accordance with the Vesting Schedule shall be referred to herein as "**Vested Shares**."

3. Transfer Restrictions.

Until the Shares of Restricted Stock become Vested Shares, the Shares of Restricted Stock and any interest therein may not be sold, assigned, transferred, pledged, hypothecated, or otherwise encumbered or disposed of in any manner (whether by operation of law or otherwise), other than by will or the laws of descent and distribution. Any attempted sale, assignment, transfer, pledge, hypothecation, encumbrance, or other disposition in violation of this Section 3 shall be null and void and shall be disregarded by the Company. Upon vesting, all transfer restrictions set forth in this Section 3 shall lapse with respect to the Vested Shares, subject to compliance with Applicable Laws, the Company's Insider Trading Policy, and any other lock-up, leak-out, or similar contractual restrictions to which the Participant is subject.

4. Rights as a Stockholder.

(a) **Voting Rights.** Subject to the terms of this Award Agreement and the Plan, upon issuance of the Shares of Restricted Stock, the Participant shall be the record owner of such Shares and shall be entitled to exercise all voting rights with respect to such Shares, whether or not vested.

(b) **Dividends and Distributions.** If any cash dividends or other cash distributions are paid with respect to the Shares of Restricted Stock, such dividends and distributions shall be withheld by the Company for the Participant's account and shall not be paid to the Participant unless and until the Shares with respect to which such dividends or distributions were paid become Vested Shares. Any dividends or distributions paid in Shares or other securities with respect to the Shares of Restricted Stock shall automatically be subject to the same vesting, transfer restrictions, and forfeiture provisions as the underlying Shares of Restricted Stock. Dividends or distributions attributable to Shares of

Restricted Stock that are forfeited pursuant to Section 2 above shall likewise be forfeited, and the Participant shall have no right to receive such dividends or distributions.

5. Custody of Restricted Stock; Stock Power.

Until the Shares of Restricted Stock become Vested Shares, any certificates representing the Shares of Restricted Stock shall be held in custody by the Company (or by an escrow agent designated by the Company) as a bailee, and any book-entry registration shall bear an appropriate notation indicating that the Shares are subject to this Award Agreement. As a condition to the issuance of the Restricted Stock, the Participant shall, concurrently with the execution of this Award Agreement, deliver to the Company a stock assignment separate from certificate (or "**stock power**") in the form attached hereto as **Exhibit B**, endorsed in blank, with respect to the Shares of Restricted Stock, which stock power the Company may use, in its discretion, to effect the forfeiture and return to the Company of any Unvested Shares in accordance with Section 2 above.

6. Restrictive Legend.

Each certificate (if any) or book-entry position evidencing Shares of Restricted Stock shall bear or be subject to a notation in substantially the following form, in addition to any other legends or notations required by Applicable Laws or otherwise deemed appropriate by the Company:

"The shares represented by this certificate [or this book-entry position] are subject to the terms and conditions, including vesting and transfer restrictions, of a Restricted Stock Award Agreement between the holder and Z Squared, Inc., dated as of [_____]. A copy of such Award Agreement is on file at the principal office of Z Squared, Inc. and will be furnished without charge to the holder upon written request."

Upon vesting of any Shares of Restricted Stock and the satisfaction of any other applicable restrictions, the Company shall cause the foregoing legend (or notation) to be removed from the certificate (or book-entry position) representing such Vested Shares, subject to the Participant's compliance with Applicable Laws, including the Securities Act of 1933, as amended (the "**Securities Act**"), and any other applicable legend, holding period, or transfer restriction.

7. Section 83(b) Election.

(a) The Participant understands that Section 83(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"), taxes as ordinary income the difference between the amount paid for the Shares of Restricted Stock (if any) and the fair market value of such Shares as of the date any restrictions on such Shares lapse. In this context, "**restrictions**" include the right of the Company to have Unvested Shares forfeited and returned to the Company pursuant to Section 2 above. The Participant understands that the Participant may elect to be taxed at the time the Shares are granted, rather than as the restrictions lapse, by filing an election under Section 83(b) of the Code (an "**83(b) Election**") with the U.S. Internal Revenue Service within thirty (30) days from the Grant Date. The form for making an 83(b) Election is attached hereto as **Exhibit A**.

(b) **The Participant acknowledges that it is the Participant's sole responsibility, and not the Company's, to timely file the 83(b) Election if the Participant chooses to do so, even if the Participant requests the Company or its representatives to make this filing on the Participant's behalf.** The Participant shall promptly provide the Company with a copy of any 83(b) Election that the Participant files with the Internal Revenue Service.

(c) The Participant acknowledges that the foregoing is only a summary of the effect of United States federal income taxation with respect to the Award, and does not purport to be complete. The Participant further acknowledges that the Company has directed the Participant to seek independent advice regarding the applicable provisions of the Code, the income tax laws of any municipality, state, or foreign country in which the Participant may reside, and the tax consequences of the Participant's death. The Participant assumes all responsibility for filing an 83(b) Election and paying all taxes resulting from such election or the lapse of the restrictions on the Shares.

8. Withholding.

The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local, or foreign taxes of any kind required by law to be withheld with respect to the grant or vesting of the Shares of Restricted Stock (or the lapse of any restrictions thereon). The Participant may elect to satisfy such withholding obligation (i) in cash, (ii) by authorizing the Company to withhold from other compensation payable to the Participant, (iii) by authorizing the Company to withhold from the Shares of Restricted Stock that number of Shares having a Fair Market Value equal to the amount of such withholding obligation (up to the maximum statutory withholding rate), or (iv) by such other method as the Administrator may permit from time to time, in each case subject to the Administrator's approval and to Applicable Laws.

9. Securities Law Compliance.

(a) The Participant acknowledges that the Shares of Restricted Stock have not been registered under the Securities Act or under any state securities laws as of the Grant Date, and may be issued in reliance on exemptions from such registration requirements. The Participant agrees that the Participant will not sell, transfer, or otherwise dispose of any Shares of Restricted Stock (whether or not vested) except in compliance with the Securities Act, any applicable state securities laws, the Company's Insider Trading Policy, and any other applicable restriction or policy of the Company.

(b) The Participant represents that the Participant is acquiring the Shares for the Participant's own account, for investment purposes, and not with a view to, or for sale in connection with, any distribution of such Shares in violation of the Securities Act.

(c) The Participant acknowledges that the Shares of Restricted Stock may be registered in the future for resale pursuant to an effective registration statement on Form S-8 (once filed by the Company with respect to the Plan) or otherwise, and that, upon such registration and vesting, the Vested Shares may be freely transferable (subject to Section 3 above and Applicable Laws, including Section 16 of the Securities Exchange Act of 1934, as amended, and Rule 144 thereunder if the Participant is an affiliate of the Company).

10. No Right to Continued Service.

Nothing in this Award Agreement or the Plan shall confer upon the Participant any right to continue in the employ or service of the Company or any Affiliate or Subsidiary, or to be entitled to any remuneration or benefits not set forth in this Award Agreement or the Plan, or to interfere with or limit in any way the right of the Company or any such Affiliate or Subsidiary to terminate the Participant's employment or service at any time.

11. Clawback.

The Shares of Restricted Stock and any Shares acquired thereunder shall be subject to any clawback, recoupment, or similar policy of the Company in effect from time to time (including, without limitation, the Company's Clawback Policy adopted pursuant to Section 10D of the Securities Exchange Act of 1934, Rule 10D-1 thereunder, and Nasdaq Listing Rule 5608), and to any other provisions of Applicable Laws requiring the recovery or return of incentive compensation.

12. Adjustments.

The Participant acknowledges that the Shares of Restricted Stock are subject to adjustment, modification, substitution, and termination in certain events as provided in the Plan, including in connection with any stock split, stock dividend, recapitalization, reorganization, merger, or other corporate transaction.

13. Notices.

Any notice required or permitted under this Award Agreement shall be given in writing and shall be deemed effectively given upon personal delivery, upon confirmed email transmission, or upon deposit with a nationally recognized overnight courier or with the United States Postal Service by certified or registered mail (postage prepaid), addressed to the Company at its principal executive offices and to the Participant at the address set forth in Part I of this Award Agreement, or at such other address as a party may designate by written notice to the other.

14. Governing Law; Jurisdiction.

This Award Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of laws principles. Any dispute arising out of or relating to this Award Agreement shall be brought exclusively in the state or federal courts located in the State of Wyoming, and each party consents to the exclusive jurisdiction of such courts and waives any objection based on inconvenient forum.

15. Entire Agreement; Amendment.

This Award Agreement, together with the Plan, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral. This Award Agreement may be amended only by a written instrument signed by the Company and the Participant, except that the Administrator may, without the Participant's consent, amend this Award Agreement to the extent the Administrator determines, in its sole discretion, that such amendment is not materially adverse to the Participant or is necessary or advisable to comply with Applicable Laws.

16. Counterparts; Electronic Signature.

This Award Agreement may be executed in counterparts (including by facsimile or electronic signature), each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic acceptance by the Participant (including through an equity plan administration platform designated by the Company) shall have the same force and effect as a manual signature.

IN WITNESS WHEREOF, the parties have executed this Restricted Stock Award Agreement as of the Grant Date.

Z SQUARED, INC.

By: _____

Name:

Title:

PARTICIPANT

By: _____

Name:

EXHIBIT A

ELECTION TO INCLUDE VALUE OF RESTRICTED STOCK IN

GROSS INCOME IN YEAR OF TRANSFER

PURSUANT TO SECTION 83(b) OF THE INTERNAL REVENUE CODE

The undersigned hereby elects, pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and Treasury Regulations Section 1.83-2 promulgated thereunder, to include in gross income as compensation for services the excess (if any) of the fair market value of the property described below over the amount paid for such property. In connection with this election, the undersigned supplies the following information:

1. Name, address, and taxpayer identification number of undersigned:

Name: _____

Address: _____

Social Security / Taxpayer Identification Number: _____

2. Description of property with respect to which election is made:

_____ shares of common stock, par value \$0.0001 per share, of Z Squared, Inc., a Wyoming corporation (the "Company").

3. Date on which property was transferred to undersigned: _____

Taxable year for which election is made: Calendar year ____.

4. Nature of restrictions to which property is subject:

The shares are subject to vesting conditions set forth in a Restricted Stock Award Agreement, dated as of _____, between the undersigned and the Company (the "Award Agreement"). In general, unvested shares are forfeited to the Company in the event of the undersigned's cessation of service with the Company prior to vesting, and unvested shares may not be sold, assigned, transferred, pledged, or otherwise disposed of.

5. Fair market value of property at time of transfer (determined without regard to any restriction other than a restriction which by its terms will never lapse):

\$_____ per share; aggregate: \$_____

6. Amount paid for property:

\$_____ per share; aggregate: \$_____

7. A copy of this election has been furnished to the Company pursuant to Treasury Regulations Section 1.83-2(d).

Dated: _____

Taxpayer (Signature)

Name (Printed)

EXHIBIT B**STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE**

FOR VALUE RECEIVED, and pursuant to that certain Restricted Stock Award Agreement, dated as of _____ (the "**Award Agreement**"), by and between the undersigned (the "**Participant**") and Z Squared, Inc., a Wyoming corporation (the "**Company**"), the Participant hereby sells, assigns, and transfers unto the Company, without consideration, _____ (_____) shares of common stock, par value \$0.0001 per share, of the Company standing in the Participant's name on the books of the Company, and does hereby irrevocably constitute and appoint the Secretary of the Company as attorney-in-fact to transfer the said stock on the books of the Company with full power of substitution in the premises.

This Stock Assignment may be used only in accordance with, and subject to the terms and conditions of, the Award Agreement, and only to the extent that the Participant forfeits Unvested Shares (as defined in the Award Agreement) pursuant to the terms of the Award Agreement. The Participant acknowledges that this Stock Assignment is not revocable prior to the expiration or earlier termination of the Award Agreement, and that the Participant's execution and delivery of this Stock Assignment is required pursuant to Section 5 of the Award Agreement.

Dated: _____

Participant (Signature)

Name (Printed)

[Signature Guarantee, if required]

Instructions: Please do not fill in the blanks relating to share quantity above. The purpose of this Stock Assignment is to enable the Company to effect the forfeiture and return of any Unvested Shares in the event of any forfeiture event under

the Award Agreement, without the need to obtain additional signatures from the Participant. Upon vesting of all Shares of Restricted Stock, or upon the lapse of all restrictions thereon in accordance with the Award Agreement, the Company shall return this Stock Assignment to the Participant or destroy it.

DOCUMENT 15 OF 17: EX-99.1 · SKYCORE PRESS RELEASE

Exhibit 99.1**Z Squared to Acquire Skycore Digital, Adding 24 MW of Energized AI Infrastructure with Expansion Path to 42 MW**

Company to Ring Closing Bell at Nasdaq MarketSite

Fort Lauderdale, FL., April 29, 2026 — Z Squared, Inc. (Nasdaq: ZSQR) (“Z Squared” or the “Company”), a vertically integrated digital infrastructure company, today announced that it has entered into a binding letter of intent to acquire 100% of the membership interests of Skycore Digital LLC (“Skycore”), an operating digital infrastructure company with three active sites in North Carolina powered by Duke Energy.

Skycore operates approximately 24 megawatts (“MW”) of energized power capacity currently connected to the Duke Energy grid, with an additional 18 MW available through existing Duke Energy Letters of Authorization. Together, the assets provide Z Squared with a defined path to up to 42 MW of total potential capacity.

The Company believes the acquisition represents a significant step in its expansion into AI infrastructure by adding energized, operational power capacity at a time when grid access, interconnection, and power availability have become critical constraints for AI and high-performance compute deployments.

Spectrum high speed fiber internet service is expected to be activated at two of Skycore’s three sites in the coming weeks, further positioning the sites to support AI inference, high-performance compute, and other power-dense workloads.

Transaction Overview

The transaction is structured entirely in Series B Convertible Preferred Stock, with no cash consideration and no debt financing.

Total consideration consists of Series B Convertible Preferred Stock with an \$18 million base aggregate liquidation preference at closing, plus up to an additional \$4 million, scaled pro rata based on additional MW secured prior to closing, with the full \$4 million payable upon securement of 18 MW. Maximum aggregate consideration is \$22 million.

Key terms of the Series B Convertible Preferred Stock include a \$1,000 stated value per share; an 8% cash dividend or 10% payment-in-kind dividend, at the Company’s election; conversion at a 10% premium to the 20-day VWAP at signing; a seven-year mandatory redemption; an annual holder put right beginning in year two, capped at 20% per year; and a \$500,000 break-up fee payable by Z Squared.

The parties have agreed to a 90-day exclusivity period. The acquisition is expected to close within 60 days following execution of a definitive purchase agreement, subject to customary closing conditions.

Michelle Burke, Co-Chief Executive Officer of Z Squared, commented, “Power now and room to scale are what Skycore delivers. In this market, megawatts and interconnection are among the scarcest resources in AI infrastructure. You cannot conjure them on demand. Skycore comes to us already energized and connected to the Duke Energy grid, with a defined path to 42 MW and an experienced operations team that knows how to scale. We are adding real, operational, energized infrastructure without touching our cash position and without creating a single dollar of debt.”

David Halabu, Co-Chief Executive Officer of Z Squared, added, “We are evaluating additional opportunities with similar characteristics and remain focused on acquiring operational infrastructure where power is already secured and AI expansion is clearly defined.”

About Z Squared

Z Squared is a computing infrastructure company operating advanced computing equipment strategically distributed across North Carolina, South Carolina, and Iowa. The Company's current operations include crypto mining, which provides a natural foundation for the Company's newer verticals in power generation, data center development, and high-performance compute hosting. The Company manages and optimizes a substantial fleet of specialized computing hardware, supported by dynamic power management strategies, real time analytics dashboards, and a comprehensive in house repair and lifecycle management program designed to maximize hardware efficiency and reduce capital waste.

Z Squared's distributed, facility agnostic infrastructure is purpose built for operational resilience and rapid scalability. The Company's infrastructure avoids over reliance on any single hosting provider and supports agile redeployment of equipment based on shifting power costs, infrastructure readiness, and uptime performance. Z Squared's operational model emphasizes efficiency, discipline, and precision execution, grounded in real time analytics integrated through centralized dashboards that aggregate data from facilities, hardware, and internal systems.

The Company's power strategy is designed to respond flexibly to real time grid conditions, including curtailment schedules and seasonal electricity rate fluctuations. By adapting energy consumption in response to pricing signals, Z Squared aims to lower its cost per kilowatt hour while preserving uptime and maximizing operational efficiency. Z Squared's distributed, facility agnostic structure reduces exposure to localized disruptions such as regulatory shifts or grid instability, and supports rapid scalability into new geographies and emerging computing workloads.

The Company is led by an experienced team with deep expertise in large scale computing operations, infrastructure optimization, and power management.

For more information, please visit www.zsquaredinc.com.

Cautionary Note Regarding Forward Looking Statements

This press release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. You can identify forward-looking statements by terminology such as "may," "should," "could," "would," "will," "expect," "anticipate," "intend," "plan," "believe," "estimate," "continue," "potential," "aim," "project," and similar expressions. Forward-looking statements in this press release include, without limitation, statements regarding the proposed acquisition of Skycore Digital LLC and its expected benefits to the Company; the negotiation and execution of definitive transaction documentation and the satisfaction of closing conditions; the expected timing and completion of the proposed acquisition; Skycore's currently energized power capacity and the expected securement of additional power capacity, including the path to 42 MW; the expected activation of Spectrum 20 Gbps fiber service at Skycore's sites; the Company's expansion into AI infrastructure and its ability to support AI inference, high-performance compute, and other power-dense workloads; the terms and operation of the Series B Convertible Preferred Stock, including dividend elections, conversion, redemption, and the holder put right; the expected benefits of the Company's Co-CEO leadership structure the expected benefits of the Company's vertically integrated computing infrastructure model; the Company's ability to scale into new geographies and emerging computing workloads; and the Company's future financial and operational performance.

These forward-looking statements are based on management's current expectations and assumptions and are subject to significant risks and uncertainties that could cause actual results to differ materially from those expressed or implied by the forward-looking statements. Such risks and uncertainties include, among others: the Company's ability to negotiate, execute, and consummate the proposed Skycore acquisition on the proposed terms or at all; the satisfaction of closing conditions, including Skycore's ability to secure additional power capacity prior to closing; the Company's ability to integrate Skycore's operations and realize the anticipated benefits of the proposed acquisition; the timing and performance of third-party providers, including Duke Energy and Spectrum; the Company's ability to realize the anticipated benefits of its Co-CEO leadership structure; the Company's ability to execute its business strategy;

competition in the computing infrastructure and digital asset industries; changes in power costs, energy regulation, and grid conditions; hardware availability, pricing, and obsolescence; the Company's ability to maintain and expand its facility footprint; the volatility of cryptocurrency markets and digital asset values; market, economic, and capital markets conditions; and regulatory developments affecting the Company's operations. Additional risks and uncertainties are described under the heading "Risk Factors" in the Company's Registration Statement on Form S-4, as amended, and other filings with the SEC.

Except as required by law, the Company undertakes no obligation to publicly update or revise any forward-looking statements to reflect events or circumstances after the date of this press release, whether as a result of new information, future events, or otherwise.

Investor Relations Contact: **ZSQR@mzgroup.us**

Exhibit 99.2**Z Squared Announces Executive Leadership Appointments to Advance AI Infrastructure Strategy**

Michelle Burke Appointed Co-Chief Executive Officer; Ryan Schadel Appointed Chief Marketing Officer as Company Aligns Leadership with Power and High-Density Compute Strategy

Fort Lauderdale, FL — April 28, 2026 — Z Squared, Inc. (Nasdaq: ZSQR) (“Z Squared” or the “Company”), a vertically integrated digital infrastructure company, today announced key executive leadership appointments designed to support the Company’s next phase of growth as it formally advances its AI infrastructure strategy.

Michelle Burke has been appointed Co-Chief Executive Officer, joining David Halabu in a Co-CEO leadership structure. Ryan Schadel has joined Z Squared as its Chief Marketing Officer. Both appointments are effective immediately.

Under the Co-CEO structure, Mr. Halabu will focus on capital markets, real estate, and asset acquisition, while Ms. Burke will lead operating execution across power procurement, site development, hardware deployment, infrastructure readiness, and high-density compute operations. Ms. Burke has served as the Company’s Chief Operating Officer since inception and has hands-on multi-site infrastructure operations experience.

As Chief Marketing Officer, Mr. Schadel will lead the Company’s brand, investor, and capital markets communications. Mr. Schadel brings nearly two decades of public markets experience and currently serves as Chief Executive Officer of Metavesco, Inc., a digital platform developer for OTC traded companies. He is known for his direct, investor first approach to public company communications.

The appointments come as demand for AI infrastructure continues to accelerate and the market faces growing constraints around power availability, interconnection timelines, grid upgrades, and deployment of high-density compute environments. Z Squared believes these constraints are creating opportunities for infrastructure operators with experience in power procurement, managing complex site execution, and deploying compute infrastructure with discipline.

Michelle Burke, Co-Chief Executive Officer of Z Squared, commented, “AI infrastructure is increasingly constrained by power availability, long lead times, cooling solutions, and the ability to reliably operate high density environments. Our team has experience managing institutional scale infrastructure, and we believe that experience matters in a market where execution is the skill gap.”

David Halabu, Co-Chief Executive Officer of Z Squared, commented, “Michelle’s leadership in hardware deployment and infrastructure execution complements my background in real estate and asset acquisition. Ryan brings a direct, investor-first approach to public company communications, which we believe will be important as we communicate Z Squared’s AI infrastructure strategy to our co-owners, community stakeholders, and business partners.”

The Company intends to evaluate and pursue AI infrastructure opportunities, including infrastructure designed to support high-performance computing and AI inference workloads. Z Squared believes the AI infrastructure market will reward operators that can identify power-advantaged sites, deploy high-density compute infrastructure, and deliver reliable operations through disciplined execution.

About Z Squared

Z Squared is a computing infrastructure company operating advanced computing equipment strategically distributed across North Carolina, South Carolina, and Iowa. The Company’s current operations include crypto mining, which provides a natural foundation for the Company’s newer verticals in power generation, data center development, and high-performance compute hosting. The Company manages and optimizes a substantial fleet of specialized computing

hardware, supported by dynamic power management strategies, real time analytics dashboards, and a comprehensive in house repair and lifecycle management program designed to maximize hardware efficiency and reduce capital waste.

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These forward-looking statements are based on management's current expectations and assumptions and are subject to significant risks and uncertainties that could cause actual results to differ materially from those expressed or implied by the forward-looking statements. Such risks and uncertainties include, among others: the Company's ability to execute its business strategy; competition in the computing infrastructure and digital asset industries; changes in power costs, energy regulation, and grid conditions; hardware availability, pricing, and obsolescence; the Company's ability to maintain and expand its facility footprint; the volatility of cryptocurrency markets and digital asset values; market, economic, and capital markets conditions; and regulatory developments affecting the Company's operations. Additional risks and uncertainties are described under the heading "Risk Factors" in the Company's Registration Statement on Form S-4, as amended, and other filings with the SEC.

Except as required by law, the Company undertakes no obligation to publicly update or revise any forward-looking statements to reflect events or circumstances after the date of this press release, whether as a result of new information, future events, or otherwise.

Investor Relations Contact: ZSQR@mzgroup.us

DOCUMENT 17 OF 17: EX-99.3 · CLOSING OF MERGER PRESS RELEASE

Exhibit 99.3**Z Squared Announces Completion of Business Combination with Coeptis Therapeutics and Listing on the Nasdaq Global Market**

~ Shares to Commence Trading on the Nasdaq Global Market Under Ticker Symbol "ZSQR" Monday April 27, 2026 ~

Fort Lauderdale, FL., April 24, 2026 Z Squared, Inc. (Nasdaq: ZSQR) ("Z Squared" or the "Company"), a vertically integrated computing infrastructure company, today announced the completion of its business combination with Coeptis Therapeutics Holdings, Inc. ("Coeptis"). In connection with the business combination, the combined company has been renamed "Z Squared Inc." and its public shares are expected to commence trading on the Nasdaq Global Market under the ticker symbol "ZSQR" on Monday, April 27, 2026 (CUSIP: 98878K108).

The closing follows the satisfaction of all conditions, including SEC effectiveness of the Form S-4 registration statement and the receipt of approval from Coeptis' stockholders. In connection with the consummation of the business combination, Z Squared Opco Inc. (formerly Z Squared, Inc.) has become a wholly owned subsidiary of the Company.

Prior to the consummation of the business combination Coeptis declared and effected a pro rata distribution to Coeptis's record date stockholders of Coeptis's ownership interest in its subsidiary that held a portion of Coeptis's pre-business combination biopharmaceutical business.

In connection with the business combination, the former stockholders of Z Squared Opco Inc. ("Z Squared Opco") exchanged their shares of Z Squared Opco common stock for shares of common stock of the Company. Following the business combination, the Company has approximately 51.5 million shares of common stock issued and outstanding, with the former stockholders of Z Squared Opco now owning approximately 85% of the Company, and the existing stockholders of the Company owning approximately 15% of the Company.

Michelle Burke, Chief Operating Officer commented, "We have built a vertically integrated computing infrastructure platform across three states, supported by dynamic power management, real time analytics, and a comprehensive hardware lifecycle program. Z Squared is well positioned to deliver consistent results and to grow into new geographies and workloads. We could not be more excited about what lies ahead. The market timing is exceptional, and we believe the best is yet to come."

About Z Squared

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Squared's distributed, facility agnostic structure reduces exposure to localized disruptions such as regulatory shifts or grid instability, and supports rapid scalability into new geographies and emerging computing workloads.

The Company is led by an experienced team with deep expertise in large scale computing operations, infrastructure optimization, and power management.

For more information, please visit www.zsquaredinc.com.

Cautionary Note Regarding Forward Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include, without limitation, statements regarding the expected commencement of trading of the Company's common stock on the Nasdaq Global Market; the Company's business strategy, operational plans, and growth prospects; the expected benefits of the Company's vertically integrated computing infrastructure model; the Company's ability to scale into new geographies and emerging computing workloads; and the Company's future financial and operational performance.

These forward-looking statements are based on management's current expectations and assumptions and are subject to significant risks and uncertainties that could cause actual results to differ materially from those expressed or implied by the forward-looking statements. Such risks and uncertainties include, among others: the Company's ability to execute its business strategy; competition in the computing infrastructure and digital asset industries; changes in power costs, energy regulation, and grid conditions; hardware availability, pricing, and obsolescence; the Company's ability to maintain and expand its facility footprint; the volatility of cryptocurrency markets and digital asset values; market, economic, and capital markets conditions; and regulatory developments affecting the Company's operations. Additional risks and uncertainties are described under the heading "Risk Factors" in the Company's Registration Statement on Form S-4, as amended, and other filings with the SEC.

Except as required by law, the Company undertakes no obligation to publicly update or revise any forward-looking statements to reflect events or circumstances after the date of this press release, whether as a result of new information, future events, or otherwise.

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ZSQR@mzgroup.us