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

FORM S-3
REGISTRATION STATEMENT
UNDER THE
SECURITIES ACT OF 1933

VERB TECHNOLOGY COMPANY, INC.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation or organization)

7200
(Primary Standard Industrial
Classification Code No.)

90-1118043
(I.R.S. Employer
Identification No.)

**2210 Newport Boulevard, Suite 200
Newport Beach, California 92663
(855) 250-2300**

(Address, including zip code, and telephone number, including area code,
of registrant's principal executive offices)

Rory J. Cutaia
Chairman of the Board, Chief Executive Officer, President and Secretary
Verb Technology Company, Inc.
2210 Newport Boulevard, Suite 200
Newport Beach, California 92663
(855) 250-2300

(Name, address, including zip code, and telephone number, including area code, of agent for service)

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Approximate date of commencement of proposed sale to the public: From time to time after this registration becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐ []

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒ [X]

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering. ☐ []

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐ []

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☐ []

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐ []

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ []
Non-accelerated filer ☒ [X]

Accelerated filer ☐ []
Smaller reporting company ☒ [X]
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 7(a)(2)(B) of the Securities Act. ☐ []

Calculation of Registration Fee

Title of Each Class of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price per Share (2)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, \$0.0001 par value per share	8,393,387	\$ 1.15	\$ 9,652,396	\$ 1,054

- (1) In accordance with Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), the Registrant is also registering hereunder an indeterminate number of shares of common stock that may be issued and resold resulting from stock splits, stock dividends or similar transactions.
- (2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) of the Securities Act based upon the price of \$1.15, which was the average of the high and low prices for the Registrant’s common stock on The Nasdaq Capital Market on October 15, 2020.

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement becomes effective on such date as the Commission, acting under Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. The selling security holders may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED OCTOBER 20, 2020

PRELIMINARY PROSPECTUS



VERB TECHNOLOGY COMPANY, INC.

8,393,387 Shares of Common Stock

This prospectus relates to the proposed resale by the selling security holders named in this prospectus or their permitted assigns of an aggregate of up to 8,393,387 shares of our common stock, \$0.0001 par value per share, or common stock, held by the selling security holders, which amount consists of (i) 5,087,326 shares of common stock outstanding as of the date of this prospectus, (ii) an aggregate of 416,199 shares of common stock issuable upon exercise of common stock purchase warrants, or the Consultant Warrants, issued to a non-U.S. consultant in connection with a private placement of our common stock to certain of our selling security holders, (iii) 247,703 restricted stock units granted pursuant to a Restricted Stock Award Agreement, or the Restricted Stock Agreement, and (iv) an aggregate of 2,642,159 shares of our common stock which will be issued by us in the future from time to time to those of our selling security holders that are holders of Class B Units, or the LLC Units, of our wholly owned subsidiary, Verb Acquisition Co., LLC, or Verb Acquisition, under an exchange agreement among the holders of LLC Units, or LLC Unitholders, and us pursuant to which the LLC Unitholders may exchange their LLC Units for shares of our common stock on a one-for-one basis. See “Selling Security Holders.”

We are not selling any shares of common stock under this prospectus and will not receive any proceeds from the sale of shares of common stock by the selling security holders. The selling security holders will bear all commissions and discounts, if any, attributable to the sale of the shares of common stock. We will bear all costs, expenses and fees in connection with the registration of the shares of common stock.

The shares of common stock may be sold by the selling security holders to or through underwriters or dealers, directly to purchasers or through agents designated from time to time. For additional information regarding the methods of sale you should refer to the section of this prospectus entitled “Plan of Distribution” on page 15. For a list of the selling security holders you should refer to the section of this prospectus entitled “selling security holders” on page 10.

We may amend or supplement this prospectus from time to time by filing amendments or supplements as required. You should read the entire prospectus and any amendments or supplements carefully before you make your investment decision.

Our common stock is listed on The Nasdaq Capital Market under the symbol “VERB.” The last reported price of our common stock on October 15, 2020, was \$1.18 per share.

Investing in our shares of common stock involves a high degree of risk. See “Risk Factors” beginning on page 6 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is _____, 2020.

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You should rely only on the information contained in this prospectus or a supplement to this prospectus. We have not authorized anyone to provide you with different information. The information in this prospectus is accurate only as of the date of this prospectus or the date of any supplement to this prospectus, regardless of the time of delivery of this prospectus or any supplement to this prospectus or any sale of our shares of common stock. We are not making an offer to sell the shares of common stock, and we are not soliciting an offer to buy the shares of common stock, in any jurisdiction where the offer is not permitted.

ABOUT THIS PROSPECTUS

This prospectus relates to the resale by the selling security holders of up to 8,393,387 shares of common stock, as described below under “Selling Security Holders.” We are not selling any shares of common stock under this prospectus and will not receive any proceeds from the sale of shares of common stock by the selling security holders.

This prospectus is part of a registration statement on Form S-3 that we filed with the Securities and Exchange Commission, or the SEC. It omits some of the information contained in the registration statement and reference is made to the registration statement for further information with regard to us and the securities being offered by the selling security holders. You should review the information and exhibits in the registration statement for further information about us and the securities being offered hereby. Statements in this prospectus concerning any document we filed as an exhibit to the registration statement or that we otherwise filed with the SEC are not intended to be comprehensive and are qualified by reference to the filings. You should review the complete document to evaluate these statements.

You should read this prospectus, any documents that we incorporate by reference in this prospectus and the additional information described below under “Where You Can Find Additional Information” and “Incorporation of Certain Information By Reference” before making an investment decision. You should rely only on the information contained or incorporated by reference in this prospectus. We have not authorized any other person to provide you with different information. If anyone provides you with additional, different or inconsistent information, you should not rely on it. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

You should not assume that the information in this prospectus or any documents we incorporate by reference herein is accurate as of any date other than the date on the front of such document. Our business, financial condition, results of operations and prospects may have changed since those dates.

PROSPECTUS SUMMARY

This summary highlights selected information included elsewhere in this prospectus and does not contain all of the information you should consider before buying the shares of our common stock. You should read the entire prospectus carefully, especially the “Risk Factors” section and financial statements and the related notes incorporated by reference into this prospectus, before deciding to invest in the shares of our common stock. Some of the statements in this prospectus constitute forward-looking statements. See “Cautionary Note Regarding Forward-Looking Statements.” In this prospectus, the words “we,” “us,” “our” and similar terms refer to Verb Technology Company, Inc., a Nevada corporation, unless the context provides otherwise.

Our Business

Overview

We are a Software-as-a-Service, or SaaS, applications platform developer. Our platform is comprised of a suite of sales enablement business software products marketed on a subscription basis. Our applications, available in both mobile and desktop versions, are offered as a fully integrated suite, as well as on a standalone basis, and include verbCRM, our Customer Relationship Management application; verbLEARN, our Learning Management System application; and verbLIVE, our Live Broadcast Video Webinar application.

Our Technology

Our suite of applications can be distinguished from other sales enablement applications because our applications utilize our proprietary interactive video technology as the primary means of communication between sales and marketing professionals and their customers and prospects. Moreover, the proprietary data collection and analytics capabilities of our applications inform our users in real time, on their devices, when and for how long their prospects have watched a video, how many times such prospects watched it, and what they clicked-on, which allows our users to focus their time and efforts on ‘hot leads’ or interested prospects rather than on those that have not seen such video or otherwise expressed interest in such content. Users can create their hot lead lists by using familiar, intuitive ‘swipe left/swipe right’ on-screen navigation. Our clients report that these capabilities provide for a much more efficient and effective sales process resulting in increased sales conversion rates. We developed the proprietary patent-pending interactive video technology, as well as several other patent-issued and patent-pending technologies that serve as the unique foundation for all of our platform applications.

Our Products

verbCRM combines the capabilities of customer relationship management, or CRM, lead-generation, content management, and in-video e-commerce capabilities in an intuitive, yet powerful tool for both inexperienced as well as highly skilled sales professionals. verbCRM allows users to quickly and easily create, distribute, and post videos to which they can add a choice of on-screen clickable icons which, when clicked, allow viewers to respond to the user’s call-to-action in real-time, in the video, while the video is playing, without leaving or stopping the video. For example, our technology allows a prospect or customer to click on a product they see featured in a video and impulse buy it, or to click on a calendar icon in the video to make an appointment with a salesperson, which are among the many novel features and functionalities designed to eliminate or reduce friction from the sales process for our users. The verbCRM app is designed to be easy to use and navigate, and takes little time and training for a user to begin using the app effectively. It usually takes less than four minutes for a novice user to create an interactive video from our app. Users can add interactive icons to pre-existing videos, as well as to newly created videos shot with practically any mobile device. verbCRM interactive videos can be distributed via email, text messaging, chat app, or posted to popular social media directly and easily from our app. No software download is required to view Verb interactive videos on virtually any mobile or desktop device, including smart TVs.

verbLEARN is an interactive video-based learning management system that incorporates all of the clickable in-video technology featured in our verbCRM application, however adapted for use by educators for video-based education. verbLEARN is used by enterprises seeking to educate a large sales team or a customer base about new products, or elicit feedback about existing products. It also incorporates Verb's proprietary data collection and analytics capabilities that inform users in real time, when and for how long the viewers watched the video, how many times they watched it, and what they clicked-on.

verbLIVE builds on popular video-based platforms such as Facebook Live, Zoom, WebEx, and Go2Meeting, among others, by adding Verb's proprietary interactive in-video ecommerce capabilities – including an in-video Shopify shopping cart integrated for Shopify account holders - to our own live stream video broadcasting application. verbLIVE is a next-generation webinar platform that allows webinar hosts to utilize a variety of novel sales-driving features, including placing interactive icons on-screen that appear on the screens of all viewers, providing in-video click-to-purchase capabilities for products or services featured in the live video broadcast, in real-time, driving friction-free selling. verbLIVE also provides the host with real-time viewer engagement data and interaction analytics. verbLIVE is entirely browser-based, allowing it to function easily and effectively on all devices without requiring the host or the viewers to download software, and is secured through end-to-end encryption. verbLIVE is currently in pre-sales, accepting customer deposits, and is expected to launch commercially in summer 2020.

The Verb In-App Eco-System

To more effectively and efficiently monetize our current large user base, we have developed and have begun to deploy in-app purchase capabilities for all verbCRM users. This feature is currently being distributed and deployed as an automatic software update to enterprise client users whose monthly subscription fees and use of the application are paid by their corporate employer, sponsor, or principal. The in-app purchase capability will allow these users to pay for subscriptions directly in the app with their own credit card in order to access upgraded or unlocked verbCRM features and additional functionality within the app.

In addition, these users will have in-app access to our forthcoming "app store" where users can subscribe for third-party apps that are complimentary to verbCRM user demographics, such as specialized expense tracking applications, tax software, among other third-party apps offered directly to our user base on a revenue share basis with the third-party developers. In addition, we are expecting to introduce during 2020 an "Open API" architecture, allowing third-party developers to create specialized apps with features and functionality that integrate seamlessly into our verbCRM application. These will be offered directly to our user base through our verbCRM app store on a revenue-sharing basis.

Verb Partnerships and Integrations

We have completed the integration of verbCRM into systems offered by 17 of the most popular direct sales back-office system providers, such as Direct Scale, Exigo, By Design, Thatcher, Multisoft, Xensoft, and Party Plan. Direct sales back-office systems provide many of the support functions required for direct sales operations, including payroll, customer genealogy management, statistics, rankings, and earnings, among other direct sales financial tracking capabilities. The integration into these back-office providers, facilitated through our own API development, allows single sign-on convenience for users, as well as enhanced data analytics and reporting capabilities for all users. We believe that our integration into these back-end platforms accelerates the adoption of verbCRM by large direct sales enterprises that rely on these systems and as such, we believe this represents a competitive advantage.

We are also in various stages of development, testing and deployment for the integration of our latest generation interactive video and enhanced analytics and reporting technology, and more recently, a core package that includes verbLIVE, into popular CRM providers, including Salesforce, Microsoft, Oracle/NetSuite, and Adobe/Marketo, among others with whom we have executed partnership agreements. Each of these agreements provides for revenue share arrangements resulting from sales of our product to their respective clients. The integrations for Salesforce and Microsoft represent new build integrations, while those for Oracle/NetSuite and Adobe/Marketo represent replacement integrations. We have intentionally, though temporarily, delayed further action on and deployment of these integrations in order to allocate design, engineering and development resources to those initiatives that we believe will become revenue producing opportunities sooner, especially those that we believe will likely produce greater market demand due to the current and anticipated continued effects of the COVID-19 pandemic. We expect to resume action on and deployment of these integrations in the summer of 2020.

Non-Digital Products and Services

Historically, we have also provided certain non-digital services to some of our enterprise clients such as printing and fulfillment services. We designed and printed welcome kits and starter kits for their marketing needs and provided fulfillment services, which consisted of managing the preparation, handling and shipping of our client's custom-branded merchandise they use for marketing purposes at conferences and other events. We also managed the fulfillment of our clients' product sample packs that verbCRM users order through the app for automated delivery and tracking to their customers and prospects.

However, on May 20, 2020, we executed a contract with Range Printing, a company in the business of providing enterprise class printing, sample assembly, warehousing, packaging, shipping, and fulfillment services. Pursuant to the contract, through an automated process we have established for this purpose, Range will receive orders for samples and merchandise from us as and when we receive them from our clients and users, and print, assemble, store, package and ship such samples and merchandise on our behalf. The Range contract provides for a revenue share arrangement based upon the specific services to be provided by Range that is designed to maintain our relationship with our clients by continuing to service their non-digital needs, while eliminating the labor and overhead costs associated with the provision of such services by us. The transition to Range Printing is in progress.

Our Market

Our client base consists primarily of multi-national direct sales enterprises to whom we provide white-labeled, client-branded versions of our products. Our clients also include large professional associations, educational institutions, including school districts, auto sales, auto leasing, insurance, real estate, home security, not-for-profits, as well as clients in the health care industry, and the burgeoning CBD industry, among other business sectors. Currently, we provide subscription-based application services to approximately 100 enterprise clients for use in over 60 countries, in over 48 languages, which collectively account for a user base generated through more than 1.6 million downloads of our verbCRM application. Among the new business sectors targeted for this year are pharmaceutical sales, government institutions, and political parties and candidates.

In April 2020, we commenced local language sales, sales support, customer support, and marketing operations in Japan. In order to ensure compliance with Japan's laws, rules and regulations, our operations were established pursuant to, and in accordance with, an exclusive reseller agreement with an existing Tokyo-based Japanese corporation operated by a team with over 30-years' experience in the Japan direct sales industry. They operate and market our applications in Japan under the Verb brand.

Revenue Generation

We generate revenue from the following sources:

- recurring subscription fees paid by enterprise users and affiliates;
- recurring subscription fees paid by non-enterprise, small business, and individual users;
- recurring subscription fees paid by users who access in-app purchases of various premium services, features, functionality, and upgrades;
- recurring subscription fees paid by users who access in-app purchases of third-party software provider apps in our forthcoming app store;
- recurring subscription fees paid by users of Salesforce, Microsoft, Oracle/NetSuite, and Adobe/Marketo, among others with whom we have executed partnership agreements, for access to our applications that we intend to integrate into these platforms, including recurring subscription fees paid by users who subscribe to bundled service offerings from these partners and/or their respective value-added resellers;
- recurring subscription fees paid by users for all of the foregoing products and services generated through our recently launched Japan operations;
- recurring subscription fees paid by users generated through our forthcoming reseller and affiliate distribution programs; and
- fees paid by enterprise clients for non-digital products and services through our Range Printing venture.

Corporate Information

We are a Nevada corporation that was incorporated in February 2005. Our principal executive offices are located at 2210 Newport Boulevard, Suite 200, Newport Beach, California 92663, and our telephone number is (855) 250-2300. Our Internet website is <https://www.verb.tech/>. The content of our Internet website does not constitute a part of this prospectus.

The Offering

Securities offered by the selling security holders	8,393,387 shares of common stock.
Common stock outstanding prior to this offering	46,663,790 shares, as of September 30, 2020.
Common stock to be outstanding after this offering	49,969,851 shares, which gives effect to the shares of common stock offered under this prospectus.
The Nasdaq Capital Market symbol	VERB
Use of Proceeds	We will not receive any of the proceeds from the sale of the shares of common stock being offered under this prospectus. See "Use of Proceeds."
Risk Factors	There are many risks related to our business, this offering and ownership of the shares of common stock that you should consider before you decide to buy the shares of common stock in this offering. You should read the "Risk Factors" section beginning on page 6, as well as other cautionary statements throughout this prospectus, before investing the shares of common stock.

The number of shares of common stock that will be outstanding upon the completion of this offering is based on the 46,663,790 shares outstanding as of September 30, 2020, and excludes the following:

- 5,099,038 shares of common stock issuable upon the exercise of outstanding stock options as of September 30, 2020, with a weighted-average exercise price of \$1.59 per share;
- 2,908,530 shares of common stock issuable upon vesting of restricted stock unit awards as of September 30, 2020, with a weighted-average exercise price of \$1.22 per share;
- 858,745 shares of common stock reserved for future issuance under our 2019 Omnibus Incentive Plan, or Incentive Plan, as of September 30, 2020;
- 13,351,251 shares of common stock issuable upon exercise of warrants to purchase common stock outstanding as of September 30, 2020, with a weighted-average exercise price of \$2.50 per share;
- 2,187,273 shares of common stock issuable upon conversion of our Series A Convertible Preferred Stock, or Series A Preferred Stock; and
- any additional shares of common stock we may issue from time to time after that date.

Unless otherwise indicated, all information in this prospectus assumes the following:

- no exercise of outstanding options and warrants; and
- no conversion of outstanding shares of our Series A Preferred Stock.

RISK FACTORS

Before you invest in our shares of common stock, in addition to the other information, documents or reports incorporated by reference in this prospectus and any prospectus supplement or other offering materials, you should carefully consider the risk factors in the section entitled “Risk Factors” in any prospectus supplement, as well as our most recent Annual Report on Form 10-K and our most recent Quarterly Report on Form 10-Q/A filed with the SEC. Each of the risks described in these sections and documents could materially and adversely affect our business, financial condition, results of operations and prospects, and could result in a partial or complete loss of your investment.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements within the meaning of the federal securities laws, which statements involve substantial risks and uncertainties. All statements, other than statements of historical facts, included in this prospectus regarding our strategy, future events, future operations, future financial position, future revenue, projected costs, prospects, plans, objectives of management and expected market growth, among others, are forward-looking statements. The words “anticipate,” “believe,” “estimate,” “expect,” “intend,” “may,” “might,” “plan,” “predict,” “project,” “would,” “will,” “should,” “could,” “objective,” “target,” “ongoing,” “contemplate,” “potential” or “continue” or the negative of these terms and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words.

We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Actual results or events could differ materially from the plans, intentions and expectations disclosed in our forward-looking statements. We have included important factors in the cautionary statements included in this prospectus, particularly in the “Risk Factors” section, which could cause actual results or events to differ materially from such forward-looking statements. Any forward-looking statement speaks only as of the date on which it is made, and we do not undertake any obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

USE OF PROCEEDS

All of the shares of our common stock offered by this prospectus are being registered for the account of the selling security holders. We will not receive any of the proceeds from the sale of these shares. We have agreed to pay all costs, expenses and fees relating to the registration of the shares of our common stock covered by this prospectus. The selling security holders will bear all commissions and discounts, if any, attributable to the sale of the shares.

DIVIDEND POLICY

We have never paid cash dividends on our common stock and do not intend to pay cash dividends on our common stock in the foreseeable future. We anticipate that we will retain any earnings for use in the continued development of our business.

We cannot, without the affirmative vote of the holders of a majority of the then-outstanding shares of Series A Preferred Stock authorize or create any class of stock ranking as to dividends, redemption, or distribution of assets upon a liquidation senior to, or otherwise pari passu with, the Series A Preferred Stock. Moreover, as long as any shares of Series A Preferred Stock are outstanding, unless the holders of at least 75% in stated value of the then-outstanding shares of Series A Preferred Stock have otherwise given prior written consent, we cannot, directly or indirectly, pay cash dividends or distributions on our common stock.

MARKET INFORMATION FOR OUR COMMON STOCK

Our common stock is listed on The Nasdaq Capital Market under the symbol “VERB.” As of September 30, 2020, we had 172 holders of record of our common stock, based on information provided by our transfer agent. These holders of record include depositories that hold shares of stock for brokerage firms which, in turn, hold shares of stock for numerous beneficial owners. On October 15, 2020, the last reported price of our common stock on The Nasdaq Capital Market was \$1.18 per share.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth information regarding beneficial ownership of our common stock as of September 30, 2020 by:

- each person, or group of affiliated persons, known by us to beneficially own more than 5% of our shares of common stock;
- each of our directors;
- each of our named executive officers; and
- all of our directors and executive officers as a group.

The table is based on information provided to us by our directors, executive officers and principal shareholders. Beneficial ownership is determined in accordance with the rules of the SEC, and generally means that a person has beneficial ownership of a security if he, she or it possesses sole or shared voting or investment power of that security, including stock options and warrants that are exercisable within 60 days of September 30, 2020. To our knowledge, except as indicated by footnote, and subject to community property laws where applicable, the persons named in the table below have sole voting and investment power with respect to all shares of common stock shown as beneficially owned by them. Shares of common stock underlying derivative securities, if any, that are currently exercisable or exercisable within 60 days after September 30, 2020 are deemed to be outstanding in calculating the percentage ownership of the applicable person or group, but are not deemed to be outstanding as to any other person or group. Percentage of beneficial ownership is based on 46,663,790 shares of common stock outstanding as of the date of the table.

Unless otherwise indicated, the address of each beneficial owner listed in the table below is c/o Verb Technology Company, Inc., 2210 Newport Boulevard, Suite 200, Newport Beach, California 92663.

Name and Address of Beneficial Owner(1)	Title of Class	Amount and Nature of Beneficial Ownership(2)	Percent of Class(3)
Rory J. Cutaia	Common	4,019,688(4)	8.5%
James P. Geiskopf	Common	781,733(5)	1.7%
Jeffrey R. Clayborne	Common	494,343(6)	1.1%
Philip J. Bond	Common	49,391(7)	*
Kenneth S. Cragun	Common	49,391(7)	*
Nancy Heinen	Common	4,891(8)	*
Judith Hammerschmidt	Common	4,891(8)	*
Chad J. Thomas	Common	226,694(9)	*
All directors and executive officers as a group (8 persons)	Common	5,631,022	11.8%

* Less than 1%.

- (1) Messrs. Cutaia, Geiskopf, Bond and Cragun and Ms. Heinen and Hammerschmidt are the directors of our company. Messrs. Cutaia, Thomas and Clayborne are the named executive officers of our company.
- (2) Except as otherwise indicated, we believe that the beneficial owners of the shares of our common stock listed above, based on information furnished by such owners, have sole investment and voting power with respect to such shares, subject to community property laws, where applicable. Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to securities. Shares of our common stock subject to options or warrants currently exercisable or exercisable within 60 days are deemed outstanding for purposes of computing the percentage ownership of the person holding such option or warrants, but are not deemed outstanding for purposes of computing the percentage ownership of any other person.
- (3) Percentage of common stock is based on 46,663,790 shares of our common stock issued and outstanding as of September 30, 2020.
- (4) Consists of 3,250,934 shares of our common stock held directly, 240,240 shares of our common stock held by Cutaia Media Group Holdings, LLC (an entity over which Mr. Cutaia has dispositive and voting authority), 54,006 shares of our common stock held by Mr. Cutaia's spouse (as to which shares, he disclaims beneficial ownership), and 4,500 shares of our common stock held jointly by Mr. Cutaia and his spouse. Also includes 283,333 shares of our common stock underlying stock options held directly and that are exercisable within 60 days of the date of the table (as to which underlying shares, he disclaims beneficial ownership). The total also includes 186,675 shares of our common stock underlying warrants granted to Mr. Cutaia, which warrants are exercisable within 60 days of the date of the table. Excludes 974,525 restricted stock awards that will not vest within 60 days of the date of table. The total also excludes 665,460 shares of our common stock underlying stock options not exercisable within 60 days of the date of the table.
- (5) Includes 593,066 shares of our common stock held directly and 5,333 shares of our common stock held by Mr. Geiskopf's children. Also includes 183,333 shares of our common stock underlying stock options exercisable within 60 days of the date of the table. Excludes 292,073 restricted stock awards that will not vest within 60 days of the date of the table.

- (6) Includes 214,801 shares of our common stock held directly. Also, includes 279,542 shares of our common stock underlying stock options that are exercisable within 60 days of the date of the table. Excludes 622,639 restricted stock awards that will not vest within 60 days of the date of the table. The total also excludes 253,343 shares of our common stock underlying stock options not exercisable within 60 days of the date of the table.
- (7) Includes 9,391 shares of our common stock held directly. Also includes 40,000 shares of our common stock underlying stock options exercisable within 60 days of the date of the table. Excludes 146,037 restricted stock awards that will not vest within 60 days of the date of the table. The total also excludes 26,667 shares of our common stock underlying stock options not exercisable within 60 days of the date of the table.
- (8) Includes 4,891 shares of our common stock held directly. Excludes 234,244 restricted stock awards that will not vest within 60 days of the date of the table.
- (9) Includes 137,805 shares of our common stock held directly. Also includes 88,889 shares of our common stock underlying stock options exercisable within 60 days of the date of the table. Excludes 44,444 shares of our common stock underlying stock options not exercisable within 60 days of the date of the table.

Equity Compensation Plan Information

The following table provides information about our common stock that may be issued upon the exercise of options, warrants and rights under all our existing equity compensation plans as of December 31, 2019.

Plan category	Number of securities to be issued upon exercise of outstanding restricted stock awards, options, warrants and rights (a)	Weighted-average exercise price of outstanding restricted stock awards, options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	2,594,522	\$ 1.52	5,662,145
Equity compensation plans not approved by security holders	2,858,462	\$ 1.79	-
Total	5,452,984	\$ 1.66	5,662,145

SELLING SECURITY HOLDERS

This prospectus covers the sale by the selling security holders of up to 8,393,387 shares of common stock.

Common Stock Offering

On February 5, 2020, we initiated a private placement for the sale and issuance of our common stock at \$1.20 per share pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended, or the Securities Act, provided in Section 4(a)(2) thereof, Rule 506 of Regulation D promulgated thereunder and/or Regulation S promulgated thereunder pursuant to the terms of a Subscription Agreement. From February 25, 2020 through May 13, 2020 we issued an aggregate of 4,237,830 shares of our common stock in the offering to the investors in the common stock offering.

In connection with the common stock offering, we issued to a non-U.S. consultant, or the Consultant, the Consultant Warrants and 22,500 shares of our common stock. In addition, we issued 100,000 shares of our common stock to the principal of the Consultant. The Consultant Warrants are comprised of three separate warrants issued on February 25, 2020 (the "February Consultant Warrant"), March 20, 2020 (the "March 20 Consultant Warrant") and March 31, 2020 (the "March 31 Consultant Warrant"). The Consultant Warrants are exercisable from and after the date of their respective issuances and expire on February 24, 2025 with respect to the February Consultant Warrant, March 19, 2025 with respect to the March 20 Consultant Warrant and on March 30, 2025 with respect to the March 31 Consultant Warrant. All of the Consultant Warrants have an original exercise price of \$1.92 per share. A holder of Consultant Warrants will not have the right to exercise any portion of its Consultant Warrants if the holder, together with its affiliates, would beneficially own over 4.99%; provided, however, that upon prior notice to us, the holder may decrease or may increase its ownership limitation, provided that in no event will the ownership limitation exceed 9.99%.

The exercise price of our common stock issuable upon exercising the Consultant Warrants will be subject to adjustment in the event of any stock dividends and splits, reverse stock split, recapitalization, reorganization or similar transaction, as described therein. If we or any subsidiary, at any time while the Consultant Warrants are outstanding, sell or grant any option to purchase, or sell or grant any right to reprice or otherwise dispose of or issue any common stock or common stock equivalents at an effective price less than the exercise price then in effect, then the exercise price shall be reduced to the lower exercise price then in effect, subject to adjustment for reverse and forward stock splits, recapitalizations, and similar transactions and subject to certain exceptions. The Consultant Warrants impose penalties on us for failure to timely deliver the shares of common stock.

Although we have not entered into any registration rights agreement or granted any registration rights in connection with the issuance and sale of the common stock in the common stock offering, the issuance of the Consultant Warrants or the issuance of common stock to the principal of the Consultant, we have elected to register for resale the shares of common stock issued in the common stock offering and the shares of common stock issuable upon exercise of the Consultant Warrants.

Common Stock Issued to Adam Wolfson

Private Placement

On March 29, 2016, we entered into a subscription agreement, or Subscription Agreement, with Adam Wolfson pursuant to which we issued 136,906 shares of our common stock, as adjusted for a 1-for-15 reverse stock split implemented on February 1, 2019, to Adam Wolfson at a price of \$0.675 per share. The issuance was made in connection with a private placement of our common stock pursuant to an exemption from the registration requirements of the Securities Act provided in Section 4(a)(2) thereof, Rule 506 of Regulation D promulgated thereunder and/or Regulation S promulgated thereunder pursuant to the terms of a subscription agreement.

Promissory Note

On April 30, 2019, we issued an Amendment to Short-Term Demand Promissory Note, or Promissory Note, to Adam Wolfson, effective as of July 10, 2019, pursuant to which we agreed to automatically convert the aggregate principal amount of \$500,000 and the accrued and unpaid interest as of July 29, 2019 due under the Promissory Note into 490,090 shares of our common stock on July 29, 2019 in full satisfaction of our obligations under the Promissory Note.

Consultant Agreement

On August 15, 2019, we entered into an Independent Consultant Agreement, or Consultant Agreement, with Adam Wolfson pursuant to which we agreed to issue 100,000 shares of our common stock to Adam Wolfson as partial consideration for his consulting services.

Although we have not entered into any registration rights agreement or granted any registration rights in connection with the issuance and sale of the common stock in the Subscription Agreement, Promissory Note or Consultant Agreement, we have elected to register for resale the shares of common stock issued in the Subscription Agreement, Promissory Note and Consultant Agreement.

Exchange Agreement

On September 4, 2020, Verb Acquisition entered into a Membership Interest Purchase Agreement with Ascend Certification, LLC, dba SoloFire (“SoloFire”), the sellers party thereto (collectively, the “Sellers”), and Steve Deverall, solely in his capacity as the seller representative, under which the Sellers agreed to sell their entire interest in SoloFire, representing all of the outstanding limited liability company membership interests of SoloFire, to Verb Acquisition for a base purchase price of \$5,700,000 less an aggregate of \$517,750 in certain adjustments, subject to certain potential post-closing working capital adjustments, payable in a \$1,982,250 promissory note and an aggregate of 2,642,159 LLC Units.

In connection with the acquisition of SoloFire, we, Verb Acquisition and the LLC Unit Holders entered into an Exchange Agreement under which the parties agreed, from and after the six-month anniversary of September 4, 2020, that each LLC Unit Holder shall be entitled to surrender its LLC Units in exchange for shares of our common stock at an exchange rate of one share of our common stock for each LLC Unit. Under the exchange agreement the LLC Unit Holders were granted registration rights with respect to the aggregate of 2,642,159 shares of our common stock issuable upon the exchange of LLC Units.

Restricted Stock Agreement

On September 4, 2020, we entered into the Restricted Stock Agreement with Dustin Kenyon pursuant to which we granted Dustin Kenyon 247,703 restricted stock units. The restricted stock units vest on January 1, 2021 and cannot be assigned, alienated, pledged, attached or otherwise encumbered prior to vesting, and, if any such attempt is made, the restricted shares shall be forfeited. Dustin Kenyon is entitled to all of the rights of a shareholder including, without limitation, the right to vote such shares and receive all dividends or other distributions paid with respect to such shares.

Although we have not entered into any registration rights agreement or granted any registration rights in connection with the grant of the restricted shares under the Restricted Stock Agreement, we have elected to register for resale the restricted shares granted in the Restricted Stock Agreement.

Selling Security Holder Table

This prospectus covers the sale by the selling security holders of up to an aggregate of 8,393,387 shares of common stock. We are registering the shares of common stock in order to permit the selling security holders to offer the shares for resale from time to time. The selling security holders have not had any material relationship with us within the past three years other than in connection with the private placement offering described above.

The table below lists the selling security holders and other information regarding the beneficial ownership of the shares of common stock held by each of the selling security holders. The second column lists the number of shares of common stock beneficially owned by the selling security holders, based on their respective ownership of shares of common stock as of September 30, 2020.

The third column lists the shares of common stock being offered by this prospectus by the selling security holders. The selling security holders may sell all, some or none of their shares in this offering. See “Plan of Distribution.”

The fourth column assumes the sale of all of the shares of common stock offered by the selling security holders under this prospectus.

Except as disclosed in the footnotes to the table below, each of the selling security holders has represented to us that it is not a broker-dealer, or affiliated with or associated with a broker-dealer, registered with the SEC or designated as a member of the Financial Industry Regulatory Authority. The shares of common stock being offered under this prospectus may be offered for sale from time to time during the period the registration statement of which this prospectus is a part remains effective, by or for the accounts of the selling security holders listed below.

Beneficial ownership is determined in accordance with the rules of the SEC, and includes voting or investment power with respect to the securities. To our knowledge, except as indicated by footnote, and subject to community property laws where applicable, the persons named in the table below have sole voting and investment power with respect to all shares of common stock shown as beneficially owned by them. Except as indicated by footnote, all shares of common stock underlying derivative securities, if any, that are currently exercisable or convertible or are scheduled to become exercisable or convertible for or into shares of common stock within 60 days after the date of the table are deemed to be outstanding for the purpose of calculating the percentage ownership of each listed person or group but are not deemed to be outstanding as to any other person or group.

Name of Beneficial Owner	Shares of Common Stock Beneficially Owned Prior to Offering	Maximum Number of shares of Common Stock to be Sold Pursuant to this Prospectus(1)	Shares of Common Stock Beneficially Owned After Offering(2)	
			Number	Percentage
Corvus International, Inc.	585,197(3)	585,197	0	*
Kestrel Management, Inc.	585,197(3)	585,197	0	*
The H2 Management Corp	585,197(3)	585,197	0	*
Eclipse Enterprises and Management, Inc.	585,197(3)	585,197	0	*
Benjamin Philip Mosbarger	100,457(3)	100,457	0	*
Jason Etherington	100,457(3)	100,457	0	*
Nate Babbel	100,457(3)	100,457	0	*
Dustin Kyle Kenyon	247,703(4)	247,703	0	*
Adam Wolfson	726,996	726,996	0	*
Kalai Chelvan Arumugam	100,000	100,000	0	*
Nigel Geoffrey Atkinson	33,333	33,333	0	*
Steven John Baggott	85,000	85,000	0	*
Richard De Basto	100,000	50,000	50,000	*
Tan Wooi Bee	20,833	20,833	0	*
Timothy Brouwer	20,833	20,833	0	*
Matthew Peter Chambers	16,667	16,667	0	*
Joseph Chi-Tsung Chan	60,000	60,000	0	*
Phui Keen Chan	12,000	12,000	0	*
Vicent Chong Khang Chian	40,000	40,000	0	*
Richard Edwin Clarke	12,500	12,500	0	*

Name of Beneficial Owner	Shares of Common Stock Beneficially Owned Prior to Offering	Maximum Number of shares of Common Stock to be Sold Pursuant to this Prospectus(1)	Shares of Common Stock Beneficially Owned After Offering(2)	
			Number	Percentage
Keith Collins	100,000	100,000	0	*
Lesley Elizabeth Collins	20,833	20,833	0	*
Simon Paul Christopher Cook	85,000	85,000	0	*
Timothy Edward Coulson(5)	33,333	33,333	0	*
Andrew Dickinson	25,000	25,000	0	*
Tim Doolan	12,500	12,500	0	*
Jonathan Eddis	66,666	66,666	0	*
Natalia Pavlovna Driga-Ferguson	30,000	30,000	0	*
Cotroneo-Grulli Superannuation Fund	100,000	100,000	0	*
George Melville Howe and Rhonda Elizabeth Howe as Trustees for the M & R Howe Superannuation Fund	20,000	20,000	0	*
Ralph Cardinal Gertson III	12,300	5,000	7,300	*
Keng Huat Goh	25,000	25,000	0	*
David Ivon Gower	10,000	10,000	0	*
Edwin Nigel Paston Guyton	83,333	83,333	0	*
Susan Margot Hardwick	20,833	20,833	0	*
Chris Henderson	25,000	25,000	0	*
Mark Eric Henke	50,000	50,000	0	*
Phon Guan Ho	100,000	100,000	0	*
Yeoh Chai Hong	20,833	20,833	0	*
Lim Boon Hooi	20,000	20,000	0	*
David Hunter	10,000	10,000	0	*
Helen Mae Iwahiro	15,000	15,000	0	*
Qu Jiadong	250,000	250,000	0	*
Goh Jing Jing and Koay Siew Ean	20,833	20,833	0	*
Julie Ann Jones	16,667	16,667	0	*
Wong Pak Yuen Kelvin	20,000	20,000	0	*
Hwang Lip Koon and Tan Gaik Kheng	83,333	83,333	0	*
Tan Yeow Joo and Tan Yeow Hong(6)	25,000	25,000	0	*
Fa Jyh Huang and Jye Sing Ling	150,000	150,000	0	*
Robert John Kennedy(7)	25,000	25,000	0	*
	10,000	10,000	0	*
Mark Alan Ladd				
Michael Henry Lamyman and Jacqueline Louise Lamyman	50,000	50,000	0	*
Chia Yew Lee	29,166	29,166	0	*
Wing Ping Lee	46,667	46,667	0	*
Sunny Yan-Yang Li	20,000	20,000	0	*
Platypus II Holdings Limited	50,000	50,000	0	*
Feniton Holdings Limited	20,000	20,000	0	*
Winston Lo	20,000	20,000	0	*
Cataric Pty Ltd.	166,668	166,668	0	*
City Securities Ltd	476,666	476,666	0	*
Grandir Capital Pte Ltd.	100,000	100,000	0	*
Ning Ma	20,000	20,000	0	*
Robert C. W. Mason	20,000	20,000	0	*
James Masters	10,000	10,000	0	*
Ashton McGee	54,166	54,166	0	*
Sean O'Meara	33,333	33,333	0	*
Loo Kok Ming	41,666	41,666	0	*
Tan Chin Nam	16,667	16,667	0	*
Thomas Nothdurft	45,000	45,000	0	*

Name of Beneficial Owner	Shares of Common Stock Beneficially Owned Prior to Offering	Maximum Number of shares of Common Stock to be Sold Pursuant to this Prospectus(1)	Shares of Common Stock Beneficially Owned After Offering(2)	
			Number	Percentage
Jerome Olivier N. Nurenberg	12,500	12,500	0	*
Alfonso Garcia Ortiz	80,000	80,000	0	*
Emma Alexandra Palmer	30,833	30,833	0	*
Falcon Capital Partners	438,699(8)	438,699	0	*
Rosita Binti Haji Ramli	20,833	20,833	0	*
Wilson Rondini	100,000	100,000	0	*
Walter Ruffinoni	20,833	20,833	0	*
Maxwell Sloyan	5,000	5,000	0	*
Paul Sloyan	25,000	25,000	0	*
Brett Edward Smythe	83,334	83,334	0	*
William A. T. Stephens	80,000	80,000	0	*
Jonathan T. Suder	104,167	104,167	0	*
Tongtao Sun	41,667	41,667	0	*
James Sunley	200,000	200,000	0	*
Etienne Szivo	16,667	16,667	0	*
David Haig Thomas	37,500	37,500	0	*
Gunter Taus	50,000	50,000	0	*
Tawaraya United	100,000	100,000	0	*
Har Kooi Voon	30,000	30,000	0	*
Andrew Eugene Paul Wates	41,667	41,667	0	*
Li Yang	20,000	20,000	0	*
Delphine Catherine Marianne York	62,500	62,500	0	*
Stephen Young	25,000	25,000	0	*

(*) Indicates beneficial ownership of less than 1%.

- (1) Amount includes 7,977,188 shares of common stock and 416,199 shares of common stock issuable upon exercise of the Consultant Warrants.
- (2) Assumes all shares being offered under this prospectus are sold. The percentage of beneficial ownership after the offering is based on 49,969,851 shares of common stock, consisting of 46,663,790 shares of common stock outstanding as of September 30, 2020 and the 3,306,061 shares of common stock offered under this prospectus not already issued and outstanding.
- (3) Represents the number of shares of our common stock which will be issued by us in the future from time to time under an exchange agreement pursuant to which the selling security holder may exchange his or its LLC Units for shares of our common stock on a one-for-one basis.
- (4) Amount represents 247,703 shares of our common stock issuable upon vesting of restricted stock unit awards granted pursuant to the Restricted Stock Agreement, which vest on January 1, 2021.
- (5) Timothy Edward Coulson has represented that he is an affiliate of a broker-dealer. Mr. Coulson has represented that he purchased the shares of common stock in the ordinary course of business, and at the time of the purchase of the shares of common stock to be resold, he had no agreements or understandings, directly or indirectly, with any person to distribute the shares of common stock.
- (6) Tan Yeow Joo and Tan Yeow Hong have represented that they are broker-dealers and as such are deemed to be underwriters under this registration statement.
- (7) The registered holder of the referenced shares to be registered is RKKC Pty Ltd.
- (8) Amount includes 22,500 shares of common stock and 416,199 shares of common stock issuable upon exercise of the Consultant Warrants.

PLAN OF DISTRIBUTION

We are registering the shares of common stock to permit the resale of these shares of common stock by the selling security holders from time to time after the date of this prospectus. We will not receive any of the proceeds from the sale by the selling security holders of the shares of common stock. We will bear all fees and expenses incident to our obligation to register the shares of common stock.

The selling security holders may sell all or a portion of the shares of common stock held by them and offered hereby from time to time directly or through one or more underwriters, broker-dealers or agents. If the shares of common stock are sold through underwriters or broker-dealers, the selling security holders will be responsible for underwriting discounts or commissions or agent's commissions. The shares of common stock may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions, pursuant to one or more of the following methods:

- on any national securities exchange or quotation service on which the securities may be listed or quoted at the time of sale;
- in the over-the-counter market;
- in transactions otherwise than on these exchanges or systems or in the over-the-counter market;
- through the writing or settlement of options, whether such options are listed on an options exchange or otherwise;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales made after the date the registration statement of which this prospectus forms a part is declared effective by the SEC;
- broker-dealers may agree with the selling security holders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling security holders may also sell the shares of common stock under Rule 144 promulgated under the Securities Act, or any other exemption under the Securities Act, if available, rather than under this prospectus. In addition, the selling security holders may transfer the shares of common stock by other means not described in this prospectus. If the selling security holders effect such transactions by selling shares of common stock to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling security holders or commissions from purchasers of the shares of common stock for whom they may act as agent or to whom they may sell as principal (which discounts, concessions or commissions as to particular underwriters, broker-dealers or agents may be in excess of those customary in the types of transactions involved). In connection with sales of the shares of common stock or otherwise, the selling security holders may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the shares of common stock in the course of hedging in positions they assume. The selling security holders may also sell the shares of common stock short and deliver the shares of common stock covered by this prospectus to close out short positions and to return borrowed shares in connection with such short sales. The selling security holders may also loan or pledge the shares of common stock to broker-dealers that in turn may sell such shares.

The selling security holders may pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock from time to time pursuant to this prospectus or any amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending, if necessary, the list of selling security holders to include the pledgee, transferee or other successors in interest as selling security holders under this prospectus. The selling security holders also may transfer and donate the shares of common stock in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

To the extent required by the Securities Act and the rules and regulations thereunder, the selling security holders and any broker-dealer participating in the distribution of the shares of common stock may be deemed to be “underwriters” within the meaning of the Securities Act, and any commission paid, or any discounts or concessions allowed to, any such broker-dealer may be deemed to be underwriting commissions or discounts under the Securities Act. At the time a particular offering of the shares of common stock is made, a prospectus supplement, if required, will be distributed, which will set forth the aggregate amount of shares of common stock being offered and the terms of the offering, including the name or names of any broker-dealers or agents, any discounts, commissions and other terms constituting compensation from the selling security holders and any discounts, commissions or concessions allowed or re-allowed or paid to broker-dealers.

Under the securities laws of some states, the shares of common stock may be sold in such states only through registered or licensed brokers or dealers. In addition, in some states the shares of common stock may not be sold unless such shares have been registered or qualified for sale in such state or an exemption from registration or qualification is available and is complied with.

There can be no assurance that any selling security holder will sell any or all of the shares of common stock registered pursuant to the registration statement, of which this prospectus forms a part.

The selling security holders and any other person participating in such distribution will be subject to applicable provisions of the Securities Exchange Act of 1934, as amended, or the Exchange Act, and the rules and regulations thereunder, including, without limitation, to the extent applicable, Regulation M of the Exchange Act, which may limit the timing of purchases and sales of any of the shares of common stock by the selling security holders and any other participating person. To the extent applicable, Regulation M may also restrict the ability of any person engaged in the distribution of the shares of common stock to engage in market-making activities with respect to the shares of common stock. All of the foregoing may affect the marketability of the shares of common stock and the ability of any person or entity to engage in market-making activities with respect to the shares of common stock.

Once sold under the registration statement, of which this prospectus forms a part, the shares of common stock will be freely tradable in the hands of persons other than our affiliates.

DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

LEGAL MATTERS

The validity of the shares of common stock offered under this prospectus will be passed upon by Troutman Pepper Hamilton Sanders LLP, Irvine, California.

EXPERTS

The financial statements of Verb Technology Company, Inc. as of and for the years ended December 31, 2019 and 2018 appearing in Verb Technology Company, Inc.'s Annual Report on Form 10-K, as amended by Amendment No. 1 to Annual Report on Form 10-K/A, have been audited by Weinberg & Company, P.A., an independent registered public accounting firm, as stated in their report thereon, included therein, and are incorporated by reference in reliance upon such report and upon the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-3 under the Securities Act, and the rules and regulations promulgated under the Securities Act, with respect to the shares of common stock offered under this prospectus. This prospectus, which constitutes a part of the registration statement, does not contain all of the information contained in the registration statement and the exhibits and schedules to the registration statement. Many of the contracts and documents described in this prospectus are filed as exhibits to the registration statements and you may review the full text of these contracts and documents by referring to these exhibits.

For further information with respect to us and the shares of common stock offered under this prospectus, reference is made to the registration statement and its exhibits and schedules. We file reports, including annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K with the SEC.

The SEC maintains an Internet web site that contains reports, prospectus and information statements and other information regarding issuers, including Verb Technology Company, Inc., that file electronically with the SEC. The SEC's Internet website address is <http://www.sec.gov>. Our Internet website address is <https://www.verb.tech/>.

We do not anticipate that we will send an annual report to our shareholders until and unless we are required to do so by the rules of the SEC.

All trademarks or trade names referred to in this prospectus are the property of their respective owners.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The SEC allows us to "incorporate by reference" into this prospectus much of the information we file with the SEC, which means that we can disclose important information to you by referring you to those publicly available documents. The information that we incorporate by reference into this prospectus is considered to be part of this prospectus. These documents may include Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, as well as proxy statements. You should read the information incorporated by reference because it is an important part of this prospectus.

This prospectus incorporates by reference the documents listed below, other than those documents or the portions of those documents deemed to be furnished and not filed in accordance with SEC rules:

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2019, filed with the SEC on May 14, 2020;
- our Amendment No. 1 to our Annual Report on Form 10-K/A for the fiscal year ended December 31, 2019, filed with the SEC on June 4, 2020;
- our Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, filed with the SEC on May 15, 2020;
- our Amendment No. 1 to our Quarterly Report on Form 10-Q/A for the quarter ended March 31, 2020, filed with the SEC on June 4, 2020;
- our Quarterly Report on Form 10-Q for the quarter ended June 30, 2020, filed with the SEC on August 14, 2020;
- our Definitive Proxy Statement on Schedule 14A, filed with the SEC on September 11, 2020;
- our Current Reports on Form 8-K filed with the SEC on February 25, 2020, March 23, 2020, March 27, 2020, May 4, 2020, May 14, 2020, July 24, 2020, July 30, 2020, July 31, 2020, August 17, 2020, August 20, 2020, September 10, 2020 and October 13, 2020; and
- the description of our securities contained in Exhibit 4.17 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2019, filed with the SEC on May 14, 2020, including any amendment or report filed for the purpose of updating such description.

We also incorporate by reference any future filings (other than current reports furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits filed on such form that are related to such items unless such Form 8-K expressly provides to the contrary) made with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, including those made after the date of the initial filing of the registration statement of which this prospectus forms a part and prior to effectiveness of such registration statement, until we file a post-effective amendment that indicates the termination of the offering of the shares of common stock made by this prospectus and such future filings will become a part of this prospectus from the respective dates that such documents are filed with the SEC. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes hereof or of the related prospectus supplement to the extent that a statement contained herein or in any other subsequently filed document which is also incorporated or deemed to be incorporated herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

You may obtain copies of the documents incorporated by reference in this prospectus from us free of charge by requesting them in writing or by telephone at the following address:

Verb Technology Company, Inc.
2210 Newport Boulevard, Suite 200
Newport Beach, California 92663
Attn: Investor Relations
Telephone: (855) 250-2300

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The following table sets forth all expenses to be paid by us in connection with this offering. All amounts shown are estimates except for the SEC registration fee.

SEC Registration Fee	\$	1,054
Accounting Fees and Expenses		2,500
Legal Fees and Expenses		20,000
Printing Costs		—
Miscellaneous		1,500
Total	\$	<u>25,054</u>

Item 15. Indemnification of Directors and Officers.

We are a Nevada corporation governed by the Nevada Revised Statutes, or NRS.

Section 78.138 of the NRS provides that, unless the corporation's articles of incorporation provide otherwise, a director or officer will not be individually liable unless it is proven that (i) the director's or officer's acts or omissions constituted a breach of his or her fiduciary duties, and (ii) such breach involved intentional misconduct, fraud, or a knowing violation of the law.

Section 78.7502 of the NRS permits a company to indemnify its directors and officers against expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with a threatened, pending, or completed action, suit, or proceeding, if the officer or director (i) is not liable pursuant to Section 78.138 of the NRS, or (ii) acted in good faith and in a manner the officer or director reasonably believed to be in or not opposed to the best interests of the corporation and, if a criminal action or proceeding, had no reasonable cause to believe the conduct of the officer or director was unlawful. Section 78.7502 of the NRS also precludes indemnification by the corporation if the officer or director has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court determines that in view of all the circumstances, the person is fairly and reasonably entitled to indemnity for such expenses and requires a corporation to indemnify its officers and directors if they have been successful on the merits or otherwise in defense of any claim, issue, or matter resulting from their service as a director or officer.

Section 78.751 of the NRS permits a Nevada corporation to indemnify its officers and directors against expenses incurred by them in defending a civil or criminal action, suit, or proceeding as they are incurred and in advance of a final disposition thereof, upon determination by the shareholders, the disinterested board members, or by independent legal counsel. Section 78.751 of the NRS provides that the articles of incorporation, the bylaws, or an agreement may require a corporation to advance expenses as incurred upon receipt of an undertaking by or on behalf of the officer or director to repay the amount if it is ultimately determined by a court of competent jurisdiction that such officer or director is not entitled to be indemnified by the corporation if so provided in the corporation's articles of incorporation, bylaws, or other agreement. Section 78.751 of the NRS further permits the corporation to grant its directors and officers additional rights of indemnification under its articles of incorporation, bylaws, or other agreement.

Section 78.752 of the NRS provides that a Nevada corporation may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another company, partnership, joint venture, trust, or other enterprise, for any liability asserted against him and liability and expenses incurred by him in his capacity as a director, officer, employee, or agent, or arising out of his status as such, whether or not the corporation has the authority to indemnify him against such liability and expenses. We have obtained insurance policies insuring our directors and officers against certain liabilities they may incur in their capacity as directors and officers. Under such policies, the insurer, on our behalf, may also pay amounts for which we have granted indemnification to the directors or officers.

The foregoing discussion of indemnification merely summarizes certain aspects of indemnification provisions and is limited by reference to the above discussed sections of the NRS.

Our articles of incorporation provide that, except in some specified instances, our directors and officers shall not be personally liable to us or our shareholders for monetary damages for breach of their fiduciary duty as directors and officers, except liability for the following:

- acts or omissions which involve intentional misconduct, fraud or knowing violation of law; or
- the payment of distributions in violation of NRS 78.300, as amended.

In addition, our articles of incorporation and bylaws provide that we must indemnify our directors and officers and may indemnify our employees and other agents to the fullest extent permitted by the NRS. Our bylaws also authorize us to purchase and maintain insurance on behalf of any of our directors or officers against any liability asserted against that person in that capacity, whether or not we would have the power to indemnify that person against such liability and expenses. We have entered and expect to continue to enter into agreements to indemnify our directors and executive officers as determined by our board of directors. In general, the indemnification agreements provide that we will, to the fullest extent permitted by Nevada law and subject to certain limitations, indemnify the indemnitee against certain expenses (including attorneys' fees), judgments, fines, penalties, and settlement amounts that may be incurred in connection with the defense or settlement of any claim, criminal, civil, or administrative action or proceeding to which the indemnitee becomes subject in connection with his or her services as an executive officer, director, or both. We believe that these bylaw provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and executive officers.

The limitation of liability and indemnification provisions in our articles of incorporation and bylaws may discourage shareholders from bringing a lawsuit against our directors for breach of their fiduciary duty. They may also reduce the likelihood of derivative litigation against our directors and officers, even though an action, if successful, might benefit us and other shareholders. Furthermore, a shareholder's investment may be adversely affected to the extent that we pay the costs of settlement and damage awards against directors and officers as required by these indemnification provisions.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by us of expenses incurred or paid by our director, officer, or controlling person in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Reference is made to the following documents filed as exhibits to this registration statement regarding relevant indemnification provisions described above and elsewhere in this registration statement.

Document	Exhibit Number
Articles of Incorporation	3.1
Amended and Restated Bylaws	3.2
Form of Indemnity Agreement between Verb Technology Company, Inc. and each of its Executive Officers and Directors	10.43

Item 16. Exhibits.

(a) Exhibits.

The exhibits listed below are filed as part of or incorporated by reference into this registration statement on Form S-3. Where certain exhibits are incorporated by reference from a previous filing, the exhibit numbers and previous filings are identified.

INDEX TO EXHIBITS

Exhibit Number	Description*	Where Located			
		Form	File Number	Exhibit Number	Filing Date
1.1	<u>Underwriting Agreement dated as of July 21, 2020 by and between Verb Technology Company, Inc. and Ladenburg Thalmann & CO., Inc.</u>	8-K	001-38834	1.1	07/24/2020
3.1	<u>Articles of Incorporation as filed with the Secretary of State of the State of Nevada on November 27, 2012</u>	S-1	333-187782	3.1	04/08/2013
3.2	<u>Amended and Restated Bylaws of Verb Technology Company, Inc.</u>	8-K	001-38834	3.12	11/01/2019
3.3	<u>Certificate of Change as filed with the Secretary of State of the State of Nevada on October 6, 2014</u>	8-K	001-38834	3.3	10/22/2014
3.4	<u>Articles of Merger as filed with the Secretary of State of the State of Nevada on October 6, 2014</u>	8-K	001-38834	3.4	10/22/2014
3.5	<u>Articles of Merger as filed with the Secretary of State of the State of Nevada on April 4, 2017</u>	8-K	001-38834	3.5	04/24/2017
3.6	<u>Certificate of Correction as filed with the Secretary of State of the State of Nevada on April 17, 2017</u>	8-K	001-38834	3.6	04/24/2017
3.7	<u>Certificate of Change as filed with the Secretary of State of the State of Nevada on February 1, 2019</u>	10-K	001-38834	3.7	02/07/2019

3.8	<u>Articles of Merger as filed with the Secretary of State of the State of Nevada on January 31, 2019</u>	10-K	001-38834	3.8	02/07/2019
3.9	<u>Certificate of Correction as filed with the Secretary of State of the State of Nevada on February 22, 2019</u>	S-1/A	333-226840	3.9	03/14/2019
3.10	<u>Articles of Merger of Sound Concepts, Inc. with and into NF Merger Sub, Inc. as filed with the Utah Division of Corporations and Commercial Code on April 12, 2019</u>	10-Q	001-38834	3.10	05/15/2019
3.11	<u>Statement of Merger of Verb Direct, Inc. with and into NF Acquisition Company, LLC as filed with the Utah Division of Corporations and Commercial Code on April 12, 2019</u>	10-Q	001-38834	3.11	05/15/2019
3.12	<u>Certificate of Withdrawal of Certificate of Designation of Series A Convertible Preferred Stock as filed with the Secretary of State of the State of Nevada on August 10, 2018</u>	S-1	333-226840	4.28	08/14/2018
3.13	<u>Certificate of Designation of Rights, Preferences, and Restrictions of Series A Convertible Preferred Stock as filed with the Secretary of State of the State of Nevada on August 12, 2019</u>	10-Q	001-38834	3.12	08/14/2019
4.1	<u>Common Stock Purchase Warrant (First Warrant) dated September 15, 2017, issued to Kodiak Capital Group, LLC</u>	8-K	001-38834	4.1	10/02/2017
4.2	<u>Common Stock Purchase Warrant (Second Warrant) dated September 15, 2017, issued to Kodiak Capital Group, LLC</u>	8-K	001-38834	4.2	10/02/2017
4.3	<u>Common Stock Purchase Warrant (Third Warrant) dated September 15, 2017, issued to Kodiak Capital Group, LLC</u>	8-K	001-38834	4.3	10/02/2017
4.4	<u>Common Stock Purchase Warrant dated December 5, 2017 issued to EMA Financial, LLC</u>	8-K	001-38834	10.3	12/14/2017

4.5	Common Stock Purchase Warrant dated December 5, 2017 issued to Auctus Fund, LLC	8-K	001-38834	10.6	12/14/2017
4.6	Common Stock Purchase Warrant dated January 11, 2018 issued to EMA Financial, LLC	8-K	001-38834	10.3	01/26/2018
4.7	Common Stock Purchase Warrant dated January 10, 2018 issued to Auctus Fund, LLC	8-K	001-38834	10.6	01/26/2018
4.8	Convertible Promissory Note dated October 30, 2018 in favor of Ira Gains.	10-K	001-38834	4.31	02/07/2019
4.9	Convertible Promissory Note dated October 30, 2018 in favor of Gina Trippiedi	10-K	001-38834	4.32	02/07/2019
4.10	5% Original Issue Discount Promissory Note due August 1, 2019 issued in favor of Bellridge Capital, LP	10-K	001-38834	4.33	02/07/2019
4.11	Form of Investor Common Stock Purchase Warrant	S-1/A	333-226840	4.34	04/02/2019
4.12	Form of Underwriter's Common Stock Purchase Warrant	S-1/A	333-226840	4.35	04/02/2019
4.13	Form of Common Stock Purchase Warrant in favor of A.G.P./Alliance Global Partners	S-1/A	333-226840	4.36	04/02/2019
4.14	Form of Common Stock Purchase Warrant	10-Q	001-38834	4.37	08/14/2019
4.15	Verb Technology Company, Inc. 2019 Omnibus Incentive Plan#	S-8	333-235684	4.13	12/23/2019
4.16	Form of Common Stock Purchase Warrant (granted by the Company in February 2020 and March 2020)	8-K	001-38834	4.38	02/25/2020
4.17	Description of Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934	10-K/A	001-38834	4.17	06/04/2020
4.18	Common Stock Purchase Warrant in favor of Iroquois Capital Investment Group LLC	S-3	333-243438	4.18	08/10/2020

4.19	Common Stock Purchase Warrant in favor of Iroquois Master Fund Ltd.	S-3	333-243438	4.19	08/10/2020	
4.20	Common Stock Purchase Warrant in favor of Kingsbrook Opportunities Master Fund LP	S-3	333-243438	4.20	08/10/2020	
4.21	Common Stock Purchase Warrant in favor of Meridian Newcastle Group, Inc.	S-3	333-243438	4.21	08/10/2020	
4.22	Common Stock Purchase Warrant in favor of Meridian Newcastle Group, Inc.	S-3	333-243438	4.22	08/10/2020	
5.1	Opinion of Troutman Pepper Hamilton Sanders LLP					X
10.1	2014 Stock Option Plan#	8-K	001-38834	10.1	10/22/2014	
10.2	Executive Employment Agreement dated December 20, 2019 by and between the Company and Rory J. Cutaia#	10-K	001-38834	10.2	05/14/2020	
10.3	Settlement and Release Agreement dated February 6, 2015, by and among Songstagram, Inc., Jeff Franklin, and the Company	8-K	001-38834	10.1	03/09/2015	
10.4	Form of Option Agreement for Messrs. Geiskopf and Cutaia#	8-K	001-38834	10.2	05/19/2016	
10.5	Form of Stock Option Agreement between Jeffrey R. Clayborne and the Company#	8-K	001-38834	10.2	05/19/2016	
10.6	Securities Purchase Agreement dated February 13, 2017, by and between the Company and certain purchasers named therein	8-K	001-38834	10.1	02/21/2017	
10.7	Equity Purchase Agreement, as corrected, dated September 15, 2017, by and between the Company and Kodiak Capital Group, LLC	8-K/A	001-38834	10.1	10/27/2017	
10.8	Registration Rights Agreement dated September 15, 2017, by and between the Company and Kodiak Capital Group, LLC	8-K	001-38834	10.2	10/02/2017	

10.9	<u>Securities Purchase Agreement dated December 5, 2017, by and between the Company and EMA Financial, LLC</u>	8-K	001-38834	10.1	12/14/2017
10.10	<u>Securities Purchase Agreement, dated December 5, 2017, by and between the Company and Auctus Fund, LLC</u>	8-K	001-38834	10.4	12/14/2017
10.11	<u>Securities Purchase Agreement dated December 13, 2017, by and between the Company and PowerUp Lending Group, LTD</u>	8-K	001-38834	10.7	12/14/2017
10.12	<u>Securities Purchase Agreement dated January 11, 2018, by and between the Company and EMA Financial, LLC</u>	8-K	001-38834	10.1	01/26/2018
10.13	<u>Securities Purchase Agreement, dated January 10, 2018, by and between the Company and Auctus Fund, LLC</u>	8-K	001-38834	10.4	01/26/2018
10.14	<u>SuiteCloud Developer Network Agreement, dated January 2, 2018, by and between the Company and Oracle</u>	8-K	001-38834	10.1	04/23/2018
10.15	<u>Lease Agreement, dated June 22, 2017, by and between La Park La Brea B LLC and the Company</u>	S-1	333-226840	10.33	08/14/2018
10.16	<u>Renewal Amendment of Lease Agreement, dated May 1, 2018, by and between La Park La Brea B LLC and the Company</u>	S-1	333-226840	10.34	08/14/2018
10.17	<u>Adobe Marketo LaunchPoint Accelerate Program Agreement, dated April 1, 2018, by and between the Company and Adobe Marketo</u>	S-1	333-226840	10.35	08/14/2018
10.18	<u>Securities Purchase Agreement dated October 19, 2018</u>	8-K	001-38834	10.36	10/25/2018
10.19	<u>Agreement and Plan of Merger, dated November 8, 2018, by and among the Company, Sound Concepts, Inc., NF Merger Sub, Inc., NF Acquisition Company, LLC, the shareholders of Sound Concepts, Inc., and the shareholders' representative</u>	8-K	001-38834	10.1	11/14/2018

10.20	Letter Agreement dated November 8, 2018, by and among the Company, Sound Concepts, Inc., NF Merger Sub, Inc., NF Acquisition Company, LLC, the shareholders of Sound Concepts, Inc., and the shareholders' representative	8-K	001-38834	10.2	11/14/2018
10.21	Letter Agreement dated November 12, 2018, by and among the Company, Sound Concepts, Inc., NF Merger Sub, Inc., NF Acquisition Company, LLC, the shareholders of Sound Concepts, Inc., and the shareholders' representative	8-K	001-38834	10.3	11/14/2018
10.22	Securities Purchase Agreement dated February 1, 2019 by and between the Company and Bellridge	10-K	001-38834	10.40	02/07/2019
10.23	Lock-Up Agreement dated October 30, 2018, by and between the Company and Ira Gaines.	10-K	001-38834	10.41	02/07/2019
10.24	Lock-Up Agreement dated October 30, 2018, by and between the Company and Gina Trippiedi	10-K	001-38834	10.42	02/07/2019
10.25	Partner Application Distribution Agreement dated February 4, 2019, by and between the Company and Salesforce.com, Inc.	10-K	001-38834	10.43	02/07/2019
10.26	Service Agreement dated December 21, 2018, by and between the Company and Major Tom Agency Inc.	10-K	001-38834	10.44	02/07/2019
10.27	Lease Agreement dated February 5, 2019 by and between the Company and NPBeach Marina LLC	S-1/A	333-226840	10.45	02/19/2019
10.28	Warrant Agent Agreement dated April 4, 2019 by and between the Company and VStock Transfer, LLC	8-K	001-38834	10.1	04/05/2019

10.29	Short-Term Demand Promissory Note of the Company in favor of David Martin dated March 22, 2019	S-1/A	333-226840	10.47	04/02/2019
10.30	Short-Term Demand Promissory Note of the Company in favor of Amin Somani dated April 2, 2019	10-Q	001-38834	10.48	05/15/2019
10.31	Demand Promissory Note of the Company in favor of Adam Wolfson dated April 30, 2019	10-Q	001-38834	10.49	05/15/2019
10.32	Short-Term Demand Promissory Note of the company in favor of Amin Somani dated March 29, 2019	10-Q	001-38834	10.50	08/14/2019
10.33	Amendment to Short-Term Promissory Note of the Company in favor of Amin Somani dated July 10, 2019	10-Q	001-38834	10.51	08/14/2019
10.34	Amendment to Short-Term Demand Promissory Note of the Company in favor of Amin Somani dated July 10, 2019	10-Q	001-38834	10.52	08/14/2019
10.35	Amendment to Short-Term Demand Promissory Note of the Company in favor of Adam Wolfson dated July 29, 2019	10-Q	001-38834	10.53	08/14/2019
10.36	First Amendment to Lease dated June 2, 2019 by and between the Company and NPBeach Marina LLC	10-Q	001-38834	10.54	08/14/2019
10.37	Extension Letter from the Company to NPBeach Marina LLC dated March 26, 2019	10-Q	001-38834	10.55	08/14/2019
10.38	Securities Purchase Agreement dated August 14, 2019 between the Company and certain purchasers identified therein	10-Q	001-38834	10.56	08/14/2019
10.39	Form of Omnibus Consultant and Acknowledgment Agreement, entered into as of February 7, 2020, by and between the Company and certain purchasers of the Company's Series A convertible Preferred Stock and grantees of the Company's common stock purchase warrants in August 2019	8-K	001-38834	10.58	02/25/2020

10.40	<u>Form of alternative Omnibus Consultant And Acknowledgement Agreement, entered into as of February 7, 2020, by and between the Company and certain purchasers of the Company's Series A convertible Preferred Stock and grantees of the Company's common stock purchase warrants in August 2019</u>	8-K	001-38834	10.58a	02/25/2020
10.41	<u>Form of Subscription Agreement (February and March 2020) entered into by the Private Placement investors and the Company</u>	8-K	001-38834	10.59	02/25/2020
10.42	<u>Promissory Note by Verb Technology Company, Inc. in favor of Zions Bancorporation, N.A. dated April 17, 2020</u>	8-K	001-38834	10.1	05/14/2020
10.43	<u>Form of Indemnity Agreement between Verb Technology Company, Inc. and each of its Executive Officers and Directors#</u>	10-K/A	001-38834	10.43	06/04/2020
10.44	<u>Settlement and Release Agreement dated as of August 5, 2020 by and among the Company, Iroquois Capital Investment Group LLC and Iroquois Master Fund Ltd.</u>	S-3	333-243438	10.44	08/10/2020
10.45	<u>Settlement and Release Agreement dated as of August 5, 2020 by and between the Company and Kingsbrook Opportunities Master Fund LP</u>	S-3	333-243438	10.45	08/10/2020
10.46	<u>Membership Interest Purchase Agreement, dated September 4, 2020, by and among Verb Acquisition Co., LLC, Ascend Certification, LLC, the sellers party thereto and Steve Deverall, as the seller representative</u>	8-K	001-38834	10.1	9/10/2020
10.47	<u>Promissory Note dated September 4, 2020 by Verb Acquisition Co., LLC in favor of Steve Deverall</u>	8-K	001-38834	10.2	9/10/2020

10.48	Guaranty of Payment dated September 4, 2020 by Verb Technology Company, Inc. in favor of Steve Deverall	8-K	001-38834	10.3	9/10/2020	
10.49	Exchange Agreement, dated September 4, 2020, by and among Verb Acquisition Co., LLC, Verb Technology Company, Inc. and the holders of Class B Units party thereto	8-K	001-38834	10.4	9/10/2020	
10.50	Form of Contribution and Exchange Agreement, dated September 4, 2020, by and between Verb Acquisition Co., LLC and the investors party thereto	8-K	001-38834	10.5	9/10/2020	
10.51	Amended and Restated Operating Agreement of Verb Acquisition Co., LLC, dated September 4, 2020, by and among Verb Acquisition Co., LLC and the members party thereto	8-K	001-38834	10.6	9/10/2020	
10.52	Form of Private Placement Subscription Agreement	8-K	001-38834	10.1	4/11/2016	
10.53	Independent Consultant Agreement dated as of August 15, 2019 by and between Verb Technology Company, Inc. and Adam Wolfson					X
10.54	Restricted Stock Award Agreement dated as of September 4, 2020 by and between Verb Technology Company, Inc. and Dustin Kenyon					X
14.1	Code of Ethics and Business Conduct for Directors, Senior Officers and Employees of Corporation	8-K	001-38834	14.1	10/22/2014	
21.1	Subsidiaries of the Registrant					X
23.1	Consent of Troutman Pepper Hamilton Sanders LLP (included in Exhibit 5.1 hereto)					X
23.2	Consent of Independent Registered Public Accounting Firm					X
24.1	Power of Attorney (included on the signature page to this Registration Statement)					X

(#) A contract, compensatory plan or arrangement to which a director or executive officer is a party or in which one or more directors or executive officers are eligible to participate.

(*) Certain of the agreements filed as exhibits contain representations and warranties made by the parties thereto. The assertions embodied in such representations and warranties are not necessarily assertions of fact, but a mechanism for the parties to allocate risk. Accordingly, investors should not rely on the representations and warranties as characterizations of the actual state of facts or for any other purpose at the time they were made or otherwise.

(b) Financial Statement Schedules.

No financial statement schedules are provided because the information called for is not required or is shown either in the financial statements or notes.

Item 17. Undertakings.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) The undersigned Registrant hereby undertakes that for the purpose of determining liability under the Securities Act to any purchaser, if the Registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided, however,* that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(6) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(7) The undersigned hereby further undertakes that:

(i) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(ii) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Newport Beach, California, on this 20th day of October, 2020.

Verb Technology Company, Inc.,
a Nevada corporation

By: /s/ RORY J. CUTAIA

Rory J. Cutaia
President, Chief Executive Officer, Secretary and Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Rory J. Cutaia his attorney-in-fact and agent, with the power of substitution and resubstitution, for him and in his name, place or stead, in any and all capacities, to sign any amendment to this registration statement on Form S-3, and to file such amendments, together with exhibits and other documents in connection therewith, with the SEC, granting to such attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as he might or could do in person, and ratifying and confirming all that the attorney-in-fact and agent, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ RORY J. CUTAIA</u> Rory J. Cutaia	President, Chief Executive Officer (principal executive officer), Secretary and Director	October 20, 2020
<u>/s/ JAMES P. GEISKOPF</u> James P. Geiskopf	Lead Director	October 20, 2020
<u>/s/ JEFFREY CLAYBORNE</u> Jeffrey Clayborne	Chief Financial Officer (principal financial and accounting officer) and Treasurer	October 20, 2020
<u>/s/ PHILLIP J. BOND</u> Phillip J. Bond	Director	October 20, 2020
<u>/s/ KENNETH S. CRAGUN</u> Kenneth S. Cragun	Director	October 20, 2020
<u>/s/ NANCY HEINEN</u> Nancy Heinen	Director	October 20, 2020
<u>/s/ JUDITH HAMMERSCHMIDT</u> Judith Hammerschmidt	Director	October 20, 2020

[TROUTMAN PEPPER HAMILTON SANDERS LLP LETTERHEAD]

October 20, 2020

Verb Technology Company, Inc.
2210 Newport Boulevard, Suite 200
Newport Beach, California 92663

Re: Registration Statement on Form S-3
Registering 8,393,387 Shares of Common Stock

Ladies and Gentlemen:

We have acted as counsel to Verb Technology Company, Inc., a Nevada corporation (the “**Company**”), in connection with the registration statement on Form S-3 to which this opinion is an exhibit (the “**Registration Statement**”) with respect to the offer and sale by the persons and entities named in the Registration Statement (the “**Selling Security Holders**”) of up to an aggregate of 8,393,387 shares (the “**Shares**”) of the Company’s common stock, \$0.0001 par value per share (the “**Common Stock**”), including (i) 5,087,326 shares of Common Stock currently outstanding (the “**Common Shares**”), (ii) 419,199 shares of Common Stock issuable upon exercise of outstanding warrants (the “**Warrants**”) to purchase Common Stock (the “**Warrant Shares**”), (iii) 247,703 restricted stock units (the “**Kenyon Shares**”) issued to Dustin Kenyon pursuant to a Restricted Stock Award Agreement (the “**Restricted Stock Agreement**”), and (iv) 2,642,159 shares of Common Stock issuable upon exchange of Class B Units (the “**LLC Units**”) of the Company’s subsidiary, Verb Acquisition Co., LLC (“**Verb Acquisition**”), for shares of Common Stock (the “**Exchange Shares**”) pursuant to the terms of an Exchange Agreement among the Company, Verb Acquisition and the holders of the LLC Units.

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act of 1933, as amended (the “**Securities Act**”), and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or prospectus forming a part of the Registration Statement, other than as to the validity of the Shares.

We are familiar with the corporate actions taken and proposed to be taken by the Company in connection with the authorization, issuance and sale of the Shares and have made such other legal and factual inquiries as we deem necessary for purposes of rendering this opinion. We have relied upon certificates and other assurances of officers of the Company and others as to factual matters; we have not independently verified such matters. We have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies and the authenticity of the originals of such copied documents. We have also assumed that the Shares are and will be evidenced by appropriate certificates that have been properly executed and delivered.

Based on the foregoing and in reliance thereon, and subject to the qualifications and limitations set forth below, we are of the opinion that (i) the Common Shares are validly issued, fully paid and non-assessable, (ii) the Warrant Shares, when issued upon exercise of each of the Warrants in accordance with their respective terms, will be validly issued, fully paid and non-assessable, (iii) the Kenyon Shares, when issued upon vesting of the restricted stock units in accordance with the Restricted Stock Agreement, will be validly issued, fully paid and non-assessable, and (iv) the Exchange Shares, when issued upon the terms and conditions of the Exchange Agreement, will be validly issued, fully paid and non-assessable.

You have informed us that the Selling Security Holders may sell the Shares from time to time on a delayed or continuous basis. This opinion is limited to the Nevada Revised Statutes (“**NRS**”), including the statutory provisions of the NRS, all applicable provisions of the Constitution of the State of Nevada and all reported judicial decisions interpreting these laws, and federal law, exclusive of state securities and blue sky laws, rules and regulations.

We hereby consent to the use of our name under the caption “Legal Matters” in the prospectus forming a part of the Registration Statement and to the filing of this opinion as Exhibit 5.1 to the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, or the General Rules and Regulations of the SEC.

Respectfully submitted,

/s/ Troutman Pepper Hamilton Sanders LLP



INDEPENDENT CONSULTANT AGREEMENT

This Independent Consultant Agreement (this “**Agreement**”) is dated as of the 15th day of August 2019 (the “Effective Date”).

BETWEEN:

Verb Technology Company, Inc., a publicly traded corporation [NASDAQ: VERB] duly incorporated under the laws of the State of Nevada and having an address at 2210 Newport Blvd., Ste. 200, Newport Beach, CA 92663 ([Email: Rory@verb.tech](mailto:Rory@verb.tech))

(the “**Company**”)

AND:

Adam Wolfson, together with all partners, associates, agents and permitted assigns, having an address at c/o Wolfson Insurance Brokerage, Inc., 9 East 37th Street (4th Floor), New York, NY 10016

([email: awolfson@globalcoverage.com](mailto:awolfson@globalcoverage.com))

(collectively, the “**Consultant**”)

WHEREAS:

A. The Company is engaged in the business of providing an enterprise scale interactive video platform for, among other things, corporate communications, customer relationship management, sales/lead generation, content creation and distribution, artist promotion, fan and consumer engagement, and talent discovery;

B. The Consultant has considerable expertise in identifying, analyzing, and valuing business opportunities, financial and otherwise, that could help accelerate the growth of the Company; and

C. The Company wishes to obtain, and the Consultant wishes to provide, certain services to the Company on the terms and conditions set out in this Agreement;

NOW THEREFORE IN CONSIDERATION of the mutual promises contained in this Agreement, the Company and the Consultant (each, a “**Party**” and, together, the “**Parties**”) agree as follows:

1. SERVICES TO BE PROVIDE

- 1.1 Commencing on the Effective Date (the “**Effective Date**”), the Consultant will utilize his experience, resources and relationships to identify business opportunities for the Company as described with greater specificity on the annexed “Exhibit A”, (the “**Services**”).
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- 1.2 The Consultant will report to the CEO (the **“CEO”**) and will keep the GM informed of all matters concerning the Services as requested by the Company from time to time.
- 1.3 The Consultant will perform the Services to the level of competence and skill one would reasonably expect from someone with skills and experience similar to that as represented by the Consultant.
- 1.4 The Consultant will not have any right or authority, express or implied, to commit or otherwise obligate the Company in any manner whatsoever, except to the extent specifically provided herein or specifically authorized in writing by the Company.
- 1.5 The Consultant will faithfully, honestly, and diligently serve the Company, use the Consultant’s best efforts to promote the best interests of the Company and co-operate with the Company, and utilize maximum professional skill and care to ensure that all services rendered hereunder, including the Services, are rendered to the satisfaction of the Company.
- 1.6 The Consultant will comply with all applicable rules, laws, regulations, and policies of any kind whatsoever having application to the carrying out and performance of the Consultant’s obligations under this Agreement, specifically including all rules and regulations applicable to an SEC reporting company.

2. REMUNERATION AND EXPENSES

- 2.1 The Company will pay the Consultant consulting fees (the **“Consulting Fees”**) in accordance with the annexed **“Exhibit B”**.
- 2.2 During the term of this Agreement, the Consultant shall be solely responsible for all of his out-of-pocket expenses incurred in connection with the performance of the Services hereunder.
- 2.3 The Consultant hereby holds the Company harmless from any and all claims made by third-parties for compensation of any kind related to a business opportunity for which Consultant was paid Consulting Fees by the Company.
- 2.4 The Consultant represents that he is acting at all times in the capacity of an independent contractor and NOT an employee and accordingly statutory deductions will not be made from the Consulting Fees.

3. TERM AND TERMINATION

- 3.1 This Agreement will commence on the Effective Date and will continue for 1 year (the **“Initial Term”**), unless terminated in accordance with Section 3.3 or renewed in accordance with Section 3.2.
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- 3.2 Notwithstanding Section 3.1, this Agreement may be renewed for a subsequent term, the quantum and terms of which are to be mutually determined by the Parties, upon the Company providing written notice to the Consultant by no later than 10 days prior to the last day of the Initial Term of its intention to renew this Agreement. In the event the Company does not provide such notice, this Agreement will expire on the last day of the Initial Term.
- 3.3 Notwithstanding Section 3.1, this Agreement may be terminated at any time by:
- (a) Either Party giving at least 10 days' advance notice in writing to the other Party;
 - (b) the Company without notice in the event the Consultant: (i) breaches any term of this Agreement, (ii) neglects the Services or any other duty to be performed by the Consultant under this Agreement, (iii) engages in any conduct which is dishonest, or damages the reputation or standing of the Company, (iv) is convicted of any criminal act, (v) engages in any act of moral turpitude, (vi) files a voluntary petition in bankruptcy, or (vii) is adjudicated as bankrupt or insolvent; all as determined in the sole good faith discretion of the Company.
- 3.4 Upon termination of this Agreement for any reason, the Consultant shall upon receipt of all sums due and owing through the date of termination promptly deliver the following in accordance with the directions of the Company:
- (a) all documents pertaining to the Company or this Agreement, including but not limited to all books of account, correspondence and contracts; and
 - (b) all equipment and any other property belonging to the Company.
- 3.5 In the event the Company is acquired, or is the non-surviving party in a merger, or sells all of or substantially all of its assets, this Agreement shall be automatically terminated.

4. **CONFIDENTIALITY, NON-SOLICITATION, AND OWNERSHIP OF PROPERTY**

- 4.1 In connection with the implementation of this Agreement, the Parties and/or their affiliates will furnish to one another certain information that is either non-public, confidential or proprietary in nature (the "**Confidential Information**"). Pursuant to the U.S. Securities and Exchange Commission's Regulation FD, the Company is permitted to disclose to you as Recipient on a confidential basis, the Confidential Information so long as you agree to be bound by this Agreement.
- 4.2 The Consultant acknowledges that, by reason of this contract for Services, the Consultant will have access to Confidential Information, as hereinafter defined, of the Company, that the Company has spent time, effort and money to develop and acquire.
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The term “**Confidential Information**” as used in this Agreement means information, whether or not originated by the Consultant, that relates to the business or affairs of the Company, its affiliates, clients or suppliers and is confidential or proprietary to, about or created by the Company, its affiliates, clients, or suppliers. Confidential Information includes, but is not limited to, the following types of confidential information and other proprietary information of a similar nature (whether or not reduced to writing or designated or marked as confidential):

- (a) information relating to strategies, research, communications, business plans, and financial data of the Company and any information of the Company which is not readily publicly available;
- (b) work product resulting from or related to work or projects performed for or to be performed for the Company or its affiliates, including but not limited to, the methods, processes, procedures, analysis, techniques and audits used in connection therewith;
- (c) any intellectual property contributed to the Company, and any other technical and business information of the Company, its subsidiaries and affiliates which is of a confidential, trade secret and/or proprietary character;
- (d) internal Company personnel and financial information, supplier names and other supplier information, purchasing and internal cost information, internal services and operational manuals, and the manner and method of conducting the Company’s business;
- (e) marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, current and prospective client lists, and future plans and potential strategies of the Company that have been or are being discussed; and
- (f) all information that becomes known to the Consultant as a result of this Agreement or the services performed hereunder that the Consultant, acting reasonably, believes is confidential information or that the Company takes measures to protect;

provided, however, that Confidential Information does not include any of the following:

- (g) the general skills and experience gained by the Consultant during the term of this Agreement that the Consultant could reasonably have been expected to acquire in similar retainers or engagements with other companies;
 - (h) information publicly known without breach of this Agreement or similar agreements; or
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- (i) information, the disclosure of which by the Consultant is required to be made by any law, regulation or governmental authority or legal process of discovery (to the extent of the requirement), provided that before disclosure is made, notice of the requirement is provided to the Company, and to the extent reasonably possible in the circumstances, the Company is afforded an opportunity to dispute the requirement.

- 4.3 The Consultant acknowledges that the Confidential Information is a valuable and unique asset of the Company and that the Confidential Information is and will remain the exclusive property of the Company. The Consultant agrees to maintain securely and hold in strict confidence all Confidential Information received, acquired or developed by the Consultant or disclosed to the Consultant as a result of or in connection with the Services. The Consultant agrees that, both during and after the termination of this Agreement, the Consultant will not, directly or indirectly, divulge, communicate, use, copy or disclose or permit others to use, copy or disclose, any Confidential Information to any person, except as such disclosure or use is required to perform its duties hereunder or as may be consented to by prior written authorization of the Board.
 - 4.4 The obligation of confidentiality imposed by this Agreement shall not apply to information that appears in issued patents or printed publications, that otherwise becomes generally known in the industry through no act of the Consultant in breach of this Agreement, or that is required to be disclosed by court order or applicable law.
 - 4.5 The Consultant understands that the Company has from time to time in its possession information belonging to third Parties or which is claimed by third Parties to be confidential or proprietary and which the Company has agreed to keep confidential. The Consultant agrees that all such information shall be Confidential Information for the purposes of this Agreement.
 - 4.6 The Consultant represents and warrants that the Consultant has not used and will not use, while performing the Services, any materials or documents of another company which the Consultant is under a duty not to disclose. The Consultant understands that, while performing the Services, the Consultant shall not breach any obligation or confidence or duty the Consultant may have to any current or former client or employer. The Consultant represents and warrants that it will not, to the best of its knowledge and belief, use or cause to be incorporated in any of the Consultant's work product, any data software, information, designs, techniques or know-how which the Consultant or the Company does not have the right to use.
 - 4.7 The Recipient hereby acknowledges that the Recipient is aware, and further agrees that the Recipient will advise the Permitted Persons, that United States and Canadian securities laws prohibit any person who has material, non-public information about a company from purchasing or selling securities of such a company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities until such information either becomes immaterial or public.
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4.8 (a) The term “**Developments**” as used in this Agreement means all discoveries, inventions, designs, works of authorship, improvements and ideas (whether or not patentable or copyrightable) and legally recognized proprietary rights (including, but not limited to, patents, copyrights, trademarks, topographies, know-how and trade secrets), and all records and copies of records relating to the foregoing, that:

1. result or derive from the Consultant’s Services or from the Consultant’s knowledge or use of Confidential Information; or
2. are conceived or made by the Consultant (individually or in collaboration with others) during the term of the Consultant’s Services; and
 - i. result from or derive from the use or application of the resources of the Company or its affiliates; or
 - ii. relate to the business operations of the Company or to actual or demonstrably anticipated research and development by the Company or its affiliates.

(b) All Developments shall be the exclusive property of the Company and the Company shall have sole discretion to deal with Developments. The Consultant agrees that no intellectual property rights in the Developments are or shall be retained by him. For greater certainty, all work done during the term of this engagement by the Consultant for the Company or its affiliates is the sole property of the Company or its affiliates, as the case may be, as the first author for copyright purposes and in respect of which all copyright shall vest in the Company or the relevant affiliate, as the case may be. In consideration of the benefits to be received by the Consultant under the terms of this Agreement, the Consultant hereby irrevocably sells, assigns and transfers and agrees in the future to sell, assign and transfer all right, title and interest in and to the Developments and intellectual property rights therein including, without limitation, all patents, copyright, industrial design, circuit topography and trademarks, and any goodwill associated therewith in Canada, the United States and worldwide to the Company and the Consultant shall hold all the benefits of the rights, title and interest mentioned above in trust for the Company prior to the assignment to the Company, save and except for any moral rights which the Consultant shall waive.

- (c) The Consultant shall do all further things that may be reasonably necessary or desirable in order to give full effect to the foregoing. If the Consultant’s cooperation is required in order for the Company to obtain or enforce legal protection of the Developments following the termination of the Consultant’s Services, the Consultant shall provide that cooperation so long as the Company pays to the Consultant reasonable compensation for the Consultant’s time at a rate to be agreed between the Consultant and the Company.
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- 4.9 The Consultant acknowledges that the restrictions contained in this Section 4 are, in view of the nature of the business of the Company, reasonable and necessary to protect the legitimate interests of the Company, that the Company would not have entered into this Agreement in the absence of such restrictions and that any violation of any provision of those Sections could result in irreparable injury to the Company. The Consultant agrees that, in the event it violates any of the restrictions referred to in this Section 4, the Company shall be entitled to such injunctive relief or other remedies at law or in equity which the Court deems fit.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

- 5.1 It is expressly agreed that the Consultant is acting as an independent contractor in performing the Services under this Agreement.
- 5.2 The Company upon the Consultant's request will provide the Consultant a Company email address. If Consultant requests an email address, the Consultant must include the title "Independent Sales Representative" in the signature line.
- 5.3 The Consultant is not precluded from acting in any other capacity for any other person, firm or Company provided that it does not conflict with or materially interfere with the Consultant's duties to the Company as set out in this Agreement.
- 5.4 The Company will not pay any contribution to any pension plan, employment insurance or withholding taxes, nor provide any other contributions or benefits, which might be expected in an employer-employee relationship on behalf of the Consultant.
- 5.5 The Consultant represents and warrants that the Consultant has the right to provide the Services required under this Agreement without violation of obligations to others and that all advice, information, and documents given by the Consultant to the Company under this Agreement may be used fully and freely by the Company, unless otherwise so designated orally or in writing by the Consultant at the time of communication of such information (e.g. information shared with the Consultant in a confidential manner or on a non-attribution basis).

6. GENERAL

- 6.1 This Agreement contains the entire Agreement and obligation between the Parties with respect to its subject matter. No amendment to this Agreement will be valid or effective unless in writing and signed by both Parties.
- 6.2 The Consultant agrees to indemnify the Company from all losses, claims, actions, damages, assessments or demands (including reasonable legal fees and expenses) which result from willful or grossly negligent acts or omissions of the Consultant in providing the Services.
- 6.3 The Consultant agrees to indemnify and hold the Company harmless from claims by any other party for commissions, finder's fees, or any other form of compensation related to the Services provided and to be provided by Consultant as set forth herein
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- 6.4 Any notice, request, demand or other communication hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, registered mail or email transmission to the applicable address or email address of the receiving Party set forth on the first page of this Agreement, and any notice, request, demand or other communication so delivered or sent shall be deemed to have been duly given on the next succeeding business day (meaning any day other than a day which is a Saturday, a Sunday or any day on which banks in the State of California are not generally open for business) following the day on which it was so delivered or sent.
 - 6.5 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws by any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, enforceability or validity of any other provisions or of the same provision as applied to any other fact or circumstance and such illegal, unenforceable or invalid provision shall be modified to the minimum extent necessary to make such provision legal, valid or enforceable, as the case may be.
 - 6.6 This Agreement cannot be amended or otherwise modified without the unanimous prior written consent of the Parties hereto.
 - 6.7 Time shall be of the essence for all things arising under this Agreement.
 - 6.8 The Consultant may not sell, assign or transfer any rights or interests created under this Agreement or delegate any of the Consultant's duties without the prior written consent of the Company.
 - 6.9 The headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural or feminine or a body politic or corporate and vice versa where the context so requires.
 - 6.10 This Agreement will be governed by and construed in accordance with the laws of the State of California and federal laws applicable therein, and each Party submits to the jurisdiction of courts of competent jurisdiction in the State of California.
 - 6.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the Parties agree that any signature delivered by electronic transmission will be deemed to be the original signature of the delivering Party.
 - 6.12 The Parties have each had an opportunity to obtain independent legal advice with respect to this Agreement and they sign same voluntarily and of their own free will.
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IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first written above.

Verb Technology Company, INC.

By: /s/ Rory Cutaia

Rory Cutaia, CEO

AGREED TO AND ACCEPTED

/s/ Adam Wolfson

Adam Wolfson

EXHIBIT A

THE SERVICES

1. SERVICES.

The Consultant shall assist the Company in the performance and execution of its business initiatives, including, among other things:

- (a) providing advice and counsel in connection with the Company's growth strategies, including, but not limited to, identifying merger and acquisition targets.

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EXHIBIT B
COMPENSATION

As full compensation for the Services rendered under this Agreement, the Company shall pay the Consultant in accordance with the following terms:

For Consulting Services Rendered:

Upon execution hereof, the Company shall pay Consultant for the Services rendered

hereunder 100,000 restricted shares of common stock.

In addition, the Company shall grant Consultant an option to purchase 100,000 shares of the Company's restricted common shares at an exercise price of \$1.85 per share. The foregoing option shall be pursuant to and in accordance with the terms and conditions of the Company's standard option agreement, a copy of which is attached hereto.

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Restricted Stock Award Agreement

This Restricted Stock Award Agreement (this “**Agreement**”) is made and entered into as of September 4, 2020 (the “**Grant Date**”) by and between Verb Technology Company, Inc., a Nevada corporation (the “**Company**”) and Dustin Kenyon (the “**Grantee**”).

WHEREAS, the Company desires to grant to the Grantee and the Grantee desires to accept an award of Restricted Stock (as that term is defined below) provided for herein;

WHEREAS, the Company has determined that it is in the best interest of the Company and its stockholders to grant the award of Restricted Stock provided for herein;

NOW, THEREFORE, in consideration of these presents and for such other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Grant of Restricted Stock. The Company hereby issues to the Grantee on the Grant Date a Restricted Stock Award consisting of, in the aggregate, 247,703 shares of Common Stock of the Company (the “**Restricted Stock**”), on the terms and conditions and subject to the restrictions set forth in this Agreement.

2. Consideration. The grant of the Restricted Stock is made in consideration of the services by the Grantee to the Company.

3. Restricted Period; Vesting.

3.1 The Restricted Stock will vest in accordance with the following schedule or earlier upon the Executive’s involuntary termination of employment by the Company without cause.

January 1, 2021: 247,703 shares of Restricted Stock vest.

The period over which the Restricted Stock vests is referred to as the “**Restricted Period**”.

4. Restrictions. Subject to any exceptions set forth in this Agreement, during the Restricted Period, the Restricted Stock or the rights relating thereto may not be assigned, alienated, pledged, attached, sold, or otherwise transferred or encumbered by the Grantee. Any attempt to assign, alienate, pledge, attach, sell, or otherwise transfer or encumber the Restricted Stock or the rights relating thereto during the Restricted Period shall be wholly ineffective and, if any such attempt is made, the Restricted Stock will be forfeited by the Grantee and all of the Grantee’s rights to such shares shall immediately terminate without any payment or consideration by the Company.

5. Rights as Stockholder; Dividends.

5.1 The Grantee shall be the record owner of the Restricted Stock until the shares of Common Stock are sold or otherwise disposed of, and shall be entitled to all of the rights of a stockholder of the Company, including, without limitation, the right to vote such shares and receive all dividends or other distributions paid with respect to such shares. Notwithstanding the foregoing, any dividends or other distributions shall be subject to the same restrictions on transferability as the shares of Restricted Stock with respect to which they were paid.

5.2 The Company may generate stock certificates or may evidence the Grantee's interest by using a restricted book entry account with the Company's transfer agent. Physical possession or custody of any stock certificates that are generated shall be retained by the Company until such time as the Restricted Stock vests.

5.3 If the Grantee forfeits any rights he or she has under this Agreement in accordance with Section 3, the Grantee shall, on the date of such forfeiture, no longer have any rights as a stockholder with respect to the Restricted Stock and shall no longer be entitled to vote or receive dividends on such shares.

6. No Right to Continued Service. This Agreement shall not confer upon the Grantee any right to be retained in any position, as an employee, consultant, or director of the Company. Further, nothing in this Agreement shall be construed to limit the discretion of the Company to terminate the Grantee's Continuous Service at any time, with or without Cause.

7. Adjustments. If any change is made to the outstanding Common Stock or the capital structure of the Company, if required, the shares of Common Stock shall be adjusted or terminated.

8. Tax Liability and Withholding.

8.1 The Grantee shall be required to pay to the Company, and the Company shall have the right to deduct from any compensation paid to the Grantee, the amount of any required withholding taxes in respect of the Restricted Stock and to take all such other action as the Committee deems necessary to satisfy all obligations for the payment of such withholding taxes. The Committee may permit the Grantee to satisfy any federal, state or local tax withholding obligation by any of the following means, or by a combination of such means:

(a) tendering a cash payment;

(b) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable or deliverable to the Grantee as a result of the vesting of the Restricted Stock; provided, however, that no shares of Common Stock shall be withheld with a value exceeding the maximum amount of tax required to be withheld by law; or

(c) delivering to the Company previously owned and unencumbered shares of Common Stock.

8.2 Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding (**Tax-Related Items**), the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant or vesting of the Restricted Stock or the subsequent sale of any shares and (b) does not commit to structure the Restricted Stock to reduce or eliminate the Grantee's liability for Tax-Related Items.

9. Section 83(b) Election. The Grantee may make an election under Code Section 83(b) (a **Section 83(b) Election**) with respect to the Restricted Stock. Any such election must be made within thirty (30) days after the Grant Date. If the Grantee elects to make a Section 83(b) Election, the Grantee shall provide the Company with a copy of an executed version and satisfactory evidence of the filing of the executed Section 83(b) Election with the US Internal Revenue Service. The Grantee agrees to assume full responsibility for ensuring that the Section 83(b) Election is actually and timely filed with the US Internal Revenue Service and for all tax consequences resulting from the Section 83(b) Election.

10. Compliance with Law. The issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and the Grantee with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued or transferred unless and until any then applicable requirements of state and federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. The Grantee understands that the Company is under no obligation to register the shares of Common Stock with the Securities and Exchange Commission, to qualify the shares with any state securities commission, or list the shares with any stock exchange to effect such compliance.

11. Legends. A legend may be placed on any certificate(s) or other document(s) delivered to the Grantee indicating restrictions on transferability of the shares of Restricted Stock pursuant to this Agreement or any other restrictions that the Committee may deem advisable under the rules, regulations, and other requirements of the Securities and Exchange Commission, any applicable federal or state securities laws, or any stock exchange on which the shares of Common Stock are then listed or quoted.

12. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Secretary of the Company at the Company's principal corporate offices. Any notice required to be delivered to the Grantee under this Agreement shall be in writing and addressed to the Grantee at the Grantee's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

13. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Nevada without regard to conflict of law principles.

14. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Grantee or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Grantee and the Company.

15. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Grantee and the Grantee's beneficiaries, executors, administrators and the person(s) to whom the Restricted Stock may be transferred by will or the laws of descent or distribution.

16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each provision of this Agreement shall be severable and enforceable to the extent permitted by law.

17. Amendment. The Committee has the right to amend, alter, suspend, discontinue, or cancel the Restricted Stock, prospectively or retroactively; provided, that, no such amendment shall adversely affect the Grantee's material rights under this Agreement without the Grantee's consent.

18. No Impact on Other Benefits. The value of the Grantee's Restricted Stock is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance, or similar employee benefit.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing an original signature.

20. Acceptance. The Grantee hereby acknowledges receipt of a copy of this Agreement. The Grantee has read and understands the terms and provisions thereof, accepts the Restricted Stock subject to all of the terms and conditions of this Agreement.

21. Section 409A Compliance. The Grantee acknowledges that there may be adverse tax consequences upon the grant or vesting of the Restricted Stock or disposition of the underlying shares and that the Grantee has been advised to consult a tax advisor prior to such grant, vesting, or disposition. It is intended that Restricted Stock is either exempt from the requirements of Section 409A of the Code or will satisfy the requirements of Section 409A of the Code so that compensation deferred under this award (and applicable earnings) shall not be included in income under Section 409A of the Code. If the Committee determines the Grantee to be one of the Company's "specified employees" under Section 409A of the Code at the time of such Participant's Separation from Service in accordance with the identification date specified in the 409A Guidance and the amount hereunder is "deferred compensation" subject to Section 409A, then any distribution that otherwise would be made to such Participant with respect to this award as a result of such termination shall not be made until the date that is six months after such Separation from Service or, if earlier, the date of the death of the Participant. However, neither the Company nor the Committee shall have any obligation to take any action to prevent the assessment of any excise tax or penalty on any person for any equity award under Section 409A of the Code. If this award is subject to Section 409A of the Code and the 409A Guidance, this Agreement will incorporate and satisfy the written documentation requirement of Section 409A of the Code and the 409A Guidance either directly or by reference to other documents. Notwithstanding the foregoing, the Company shall not have any liability to the Grantee for taxes or penalties under Section 409A of the Code, and the Company shall not have any obligation to indemnify the Grantee for any taxes or penalties under Section 409A of the Code.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this agreement has been executed as of the date first above shown.

VERB TECHNOLOGY COMPANY, INC.

By: /s/ Jeff Clayborne
Jeff Clayborne
Chief Financial Officer

/s/ Dustin Kenyon
Dustin Kenyon

SUBSIDIARIES OF THE REGISTRANT

Subsidiary Name	Name(s) Under Which Subsidiary Does Business	State or Jurisdiction of Organization
Verb Direct, LLC	-	Utah
Verb Acquisition Co., LLC	-	Nevada

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-3 of Verb Technology Company, Inc. of our report dated May 14, 2020, relating to the financial statements of Verb Technology Company, Inc. (the “Company”), (which report expresses an unqualified opinion on the financial statements for the year ended December 31, 2019 modified for uncertainty relating to the substantial doubt about the Company’s ability to continue as a going concern as described in Note 1 to the financial statements) appearing in the Annual Report on Form 10-K of Verb Technology Company, Inc. for the year ended December 31, 2019 and Amendment No. 1 to Annual Report on Form 10-K/A for the fiscal year ended December 31, 2019.

We also consent to the reference to our firm under the caption “Experts” in such Prospectus.

/s/ *WEINBERG & COMPANY, P.A.*

Los Angeles, California

October 20, 2020
