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

FORM 8-K

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

Date of Report (Date of earliest event reported):	**August 7, 2025**

Verb Technology Company, Inc.

(Exact Name of Registrant as Specified in Charter)

Nevada	**001-38834**	**90-1118043**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

3024 Sierra Juniper Ct Las Vegas, Nevada	**89138**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's Telephone Number, Including Area Code:	**(855) 250-2300**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.0001	VERB	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

PIPE Financing

On August 7, 2025, Verb Technology Company, Inc. (the "***Company***") completed its previously announced transactions involving the entry into a subscription agreement (the "***Subscription Agreement***") with certain institutional investors (the "***PIPE Subscribers***") for the issuance of 57,425,254 shares of the Company's common stock, par value $0.0001 per share (the "***Common Stock***"), at a price per share of $9.51, and 1,276,863 pre-funded warrants to purchase shares of Common Stock at a purchase price per warrant of $9.5099 ("***Pre-Funded Warrants***", together with the Common Stock, the "***Acquired Securities***"), and gross proceeds of approximately $558 million (the "***PIPE Financing***"). The Acquired Securities were issued in a private placement in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended ("***Securities Act***"), and/or Regulation D promulgated thereunder and in reliance on similar exemptions under applicable state laws.

The net proceeds from the PIPE Financing are intended to be used by the Company to purchase Toncoin ("***Toncoin***"), the native cryptocurrency of The Open Network ("***TON***") blockchain, and for working capital and general corporate purposes.

Approximately one-third of the PIPE Subscribers have agreed to lock-up restrictions with the Company (the "***Lock-Up Investors***") whereby they will not sell or transfer the Acquired Securities for six months, with respect to all of the Acquired Securities held by such PIPE Subscribers, or for 12 months, with respect to 50% of the Acquired Securities held by each such PIPE Subscriber, in each case measured from the date of execution of the Subscription Agreement, subject to customary exceptions (the "***Lock-Up Restrictions***"). Pursuant to the previously disclosed purchase agreement, the Lock-Up Investors that contributed Toncoin not eligible for trading or transfer (the "***Locked Toncoin***") are also subject to Lock-Up Restrictions with respect to the Acquired Securities issued as consideration for the Locked Toncoin for the same duration as the Locked Toncoin are not eligible for trading or transfer, which may exceed 12 months.

Advisory Services Agreement

On August 7, 2025, the Company entered into an advisory services agreement (the "***Advisory Services Agreement***") with Kingsway Capital Partners Limited ("***Kingsway***"), which is controlled by Manuel Stotz, the Company's newly appointed Executive Chairman of the Board of Directors (the "***Board***") (as disclosed below in Item 5.02 of this Current Report on Form 8-K (the "***Current Report***")). Pursuant to the Advisory Services Agreement, Kingsway will provide advisory and consulting services to the Company with respect to the expansion and diversification of the Company's business through the Company's new TON treasury strategy. In consideration for these services, the Company will pay to Kingsway, payable in Toncoin or cash (upon mutual agreement of Kingsway and the Company), (i) a one-time set-up fee having a notional value of $3.0 million within five business days of the date of execution of the Advisory Services Agreement and (ii) an annual advisory fee equal to 2.0% of the Company's market capitalization (calculated based upon the Company's equity ownership on a fully diluted, as converted basis), payable in arrears, in 12 monthly installments with such market capitalization calculated as of the last day of each calendar month; however, if the advisory fee is paid in Toncoin, the amount of Toncoin due will be determined using the weighted-average TON execution price as of the last day of each calendar month. The Company will also reimburse Kingsway for such reasonable fees and expenses incurred in connection with the services rendered under the Advisory Services Agreement. The Advisory Services Agreement has a 20-year term and successive one-year renewal periods upon the mutual agreement of Kingsway and the Company, unless earlier terminated.

The foregoing description of the Advisory Services Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Advisory Services Agreement, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

The information contained in response to Item 1.01 above is incorporated herein by reference.

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

Director Resignations

Effective as of August 7, 2025 (the "***Effective Date***"), Messrs. Kenneth S. Cragun, James P. Geiskopf, and Edmund C. Moy resigned from the Board and, to the extent applicable, all committees thereof (collectively, the "***Resignations***"). The Resignations were not related to any disagreement with the Company. At the time of the Resignations: Mr. Cragun served on the Audit Committee ("***Audit Committee***") of the Board (Chair), the Risk and Disclosure Committee (the "***Risk Committee***") of the Board (Chair), the Governance and Nominating Committee (the "***Governance and Nominating Committee***") of the Board and the Compensation Committee (the "***Compensation Committee***") of the Board; Mr. Geiskopf served on the Compensation Committee (Chair), the Audit Committee, the Governance and Nominating Committee and the Risk Committee; and Mr. Moy served on the Governance and Nominating Committee (Chair), the Audit Committee, the Compensation Committee and the Risk Committee.

Director Appointments

Immediately following the Resignations, also on August 7, 2025, the then-current Board elected each of Nicolas Cary (independent), Evan Sohn (independent) and Manuel Stotz (Executive Chairman) as directors of the Company (the "***New Directors***", together with the Board, the "***Post-Resignations Board***") to fill the newly created vacancies on the Board. Immediately upon filling the vacancies, the Post-Resignations Board determined it to be in the best interests of the Company to (i) increase the size of the Post-Resignations Board from four members to five members and (ii) to appoint Tucker Highfield (independent) as a director (the Post-Resignations Board, following Mr. Highfield's appointment, the "***New Board***"). Messrs. Highfield and Cary were each appointed to serve on the Governance and Nominating Committee of the New Board, Messrs. Cary, Sohn and Highfield were each appointed to serve on the Audit Committee of the New Board and Messrs. Sohn and Cary were each appointed to serve on the Compensation Committee of the New Board (the "***New Board Compensation Committee***"). In recognition of their service on the New Board, the New Board Compensation Committee approved the following compensation arrangements: Messrs. Cary, Sohn, and Highfield will receive a $187,500 cash retainer and received a $292,500 annual equity award in the form of restricted stock units ("***RSUs***"); a $150,000 cash retainer and $240,000 annual equity award in the form of RSUs; and a $150,000 cash retainer and $240,000 annual equity award in the form of RSUs, respectively.

Mr. Stotz is currently the Chief Executive Officer of Kingsway. In addition to the Advisory Services Agreement disclosed in Item 1.01 of this Current Report, Kingsway participated in the PIPE Financing, pursuant to which it purchased approximately $118 million in Common Stock. The information contained in response to Item 1.01 above is incorporated herein by reference.

Resignation of Mr. Cutaia and Mr. Rivard as Chief Executive Officer and Chief Financial Officer

In connection with the Officer Appointments (as defined below), Rory Cutaia and Bill Rivard stepped down as the President, Chief Executive Officer and Interim Chief Financial Officer of the Company, respectively. Each of Mr. Cutaia's and Mr. Rivard's decision to resign is not due to any disagreement with the Company on any matter relating to the Company's operations, policies or practices.

Mr. Cutaia will remain a director and an employee of the Company serving as the head of the Company's existing social commerce technology and video marketing operations. Mr. Rivard will remain an employee of the Company.

Appointment of Chief Executive Officer

Veronika Kapustina was appointed by the New Board as the Chief Executive Officer of the Company on August 7, 2025 (the "***CEO Appointment***"). Ms. Kapustina, age 39, is the Founder and Advisor of Houghton Street Ventures LLP, an early-stage investment firm launched in partnership with the London School of Economics & Political Science, where she led the firm's creation, team recruitment, and initial fund launch. She has also served as an Advisor to the TON Foundation, from January to July 2025, providing strategic guidance on organizational restructuring, operational efficiency, and ecosystem stakeholder management. Previously, Ms. Kapustina was a Technology Investment Banker at Morgan Stanley from 2010 to 2017, in both the UK and U.S., where she executed over 40 transactions totaling $37 billion in value, including high-profile equity and debt raises and M&A transactions for leading technology companies. She has held directorships at several private companies, including VK Strategies Ltd and Reframe Venture Ltd (VentureESG), and served as a board member of ClearAccessIP LLC. Ms. Kapustina holds a BSc in Economics from the London School of Economics & Political Science. She is licensed with the UK Financial Conduct Authority (CF4 and CF30).

In connection with the CEO Appointment, the Company entered into an employment agreement with Ms. Kapustina effective as of the Effective Date (the "***CEO Employment Agreement***"). Ms. Kapustina's minimum annual base salary will be $850,000. Within 90 days from the Effective Date, Ms. Kapustina will receive two grants, an Initial Equity Award and a Secondary Equity Award (each, as defined in the CEO Employment Agreement). Each of the Initial Equity Award and the Secondary Equity Award will be comprised of time-based restricted stock units under the Company's 2019 Stock and Incentive Compensation Plan, as amended (the "***Plan***"), in an amount equal to 1% of Common Stock on a fully diluted basis as of the Effective Date, subject to approval by the New Board (or the New Board Compensation Committee), with (i) 25% of the Initial Equity Award vesting on the one-year anniversary of the Effective Date and one thirty-sixth of the remaining Initial Equity Award vesting on each monthly anniversary thereafter and (ii) the Secondary Equity Award vesting on a quarterly basis over forty-eight (48) months beginning on the Effective Date, with a quarterly tranche performance-vest as to one-sixteenth (1/16) of the overall Secondary Equity Award, with threshold performance measured at 1.4x a multiple of market capitalization of the Company over net asset value and maximum performance at 1.8x a multiple of market capitalization of the Company over net asset value, with straight-line interpolation between threshold and maximum performance levels (0%-100% of the applicable quarterly tranche), in each case subject to Ms. Kapustina's continued employment with the Company through each such date. In addition, Ms. Kapustina will also be eligible to receive an annual performance award (the "***CEO Annual Bonus***") pursuant to the Plan with an annual target of 100% of her annual base salary, with achievement to be based on specific performance objectives determined by the New Board, in the form of a cash payment no later than March 15th of the calendar year that immediately follows the calendar year to which the CEO Annual Bonus relates.

There are no arrangements or understandings between Ms. Kapustina and any other person pursuant to which she was appointed to serve as Chief Executive Officer of the Company. There are no family relationships between Ms. Kapustina and any director or executive officer of the Company, and Ms. Kapustina does not have a direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Appointment of Chief Financial Officer and Chief Operating Officer

Sarah Olsen was appointed by the New Board as the Chief Financial Officer and Chief Operating Officer of the Company on August 7, 2025 (the "***CFO and COO Appointment***", together with the CEO Appointment, the "***Officer Appointments***"). Ms. Olsen, age 39, most recently served as Co-founder and Managing Partner of Europa Digital Assets Limited, where she led the firm's alternative investment strategies focused on market-neutral, relative value, and derivative strategies across global cryptocurrency markets from 2022 to 2025. Prior to this, Ms. Olsen was the Global Head of Corporate Development for Onyx by J.P. Morgan, J.P. Morgan's digital asset group, from 2020 to 2022, where she was responsible for strategic investments, partnerships, and product development in the blockchain and Web3 sectors. Ms. Olsen holds a Bachelor of Arts degree in Philosophy from Georgetown University. She has served as a director for several entities, including Europa Digital Assets Limited, Europa Opportunistic Master Fund, and Europa Opportunistic Offshore Fund.

In connection with the CFO and COO Appointment, the Company entered into an employment agreement with Ms. Olsen effective as of the Effective Date (the "***CFO and COO Employment Agreement***"). Ms. Olsen's minimum annual base salary will be $850,000. Within 90 days from the Effective Date, Ms. Olsen will receive two grants, an Initial Equity Award and a Secondary Equity Award (each, as defined in the CFO and COO Employment Agreement). Each of the Initial Equity Award and the Secondary Equity Award will be comprised of time-based restricted stock units under the Plan in an amount equal to 1% of Common Stock on a fully diluted basis as of the Effective Date, subject to approval by the New Board (or the New Board Compensation Committee), with (i) 25% of the Initial Equity Award vesting on the one-year anniversary of the Effective Date and one thirty-sixth of the remaining Initial Equity Award vesting on each monthly anniversary thereafter, and (ii) the Secondary Equity Award vesting on a quarterly basis over forty-eight (48) months beginning on the Effective Date, with a quarterly tranche performance-vest as to one-sixteenth (1/16) of the overall Secondary Equity Award, with threshold performance measured at 1.4x a multiple of market capitalization of the Company over net asset value and maximum performance at 1.8x a multiple of market capitalization of the Company over net asset value, with straight-line interpolation between threshold and maximum performance levels (0%-100% of the applicable quarterly tranche), in each case subject to Ms. Olsen's continued employment with the Company through each such date. In addition, Ms. Olsen will be eligible to receive an annual performance award (the "***CFO and COO Annual Bonus***") pursuant to the Plan with an annual target of 100% of her annual base salary, with achievement to be based on specific performance objectives determined by the New Board, in the form of a cash payment no later than March 15th of the calendar year that immediately follows the calendar year to which the CFO and COO Annual Bonus relates. Lastly, Ms. Olsen will be eligible to receive a one-time bonus with a total value of $1,500,000. This bonus was granted 50% in RSUs (i.e., $750,000 worth of RSUs) of the Company under the Plan and the remaining 50% (less certain amounts) will be delivered as cash. The cash portion of the bonus will be paid to Ms. Olsen within 30 days of the Effective Date, subject to her continued employment with the Company through the date of payment. The equity portion of the bonus will vest on the six month anniversary of the Effective Date following the successful and timely filing of the Company's first quarterly report on Form 10-Q following the Effective Date.

There are no arrangements or understandings between Ms. Olsen and any other person pursuant to which she was appointed to serve as Chief Financial Officer and Chief Operating Officer of the Company. There are no family relationships between Ms. Olsen and any director or executive officer of the Company, and Ms. Olsen does not have a direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

In connection with the appointment, each newly appointed director of the New Board and executive officer will enter into an indemnification agreement with the Company in a similar form as the Company has entered into with its other directors and executive officers (the "***Indemnification Agreements***").

Each of the foregoing descriptions of the CEO Employment Agreement, the CFO and COO Employment Agreement and the Indemnification Agreements does not purport to be complete and is qualified in its entirety by the respective terms and conditions of each agreement, which are attached hereto as Exhibits 10.2, 10.3 and 10.4, respectively, and are incorporated herein by reference.

Item. 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On August 7, 2025, the Company filed certificates of withdrawal relating to the Company's Series A Convertible Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock with the Nevada Secretary of State withdrawing from its Articles of Incorporation all matters set forth in the Certificate of Designation of Series A Convertible Preferred Stock, the Certificate of Designation of Series B Preferred Stock, the Certificate of Designation of Series C Preferred Stock and Certificate of Designation of Series D Preferred Stock, respectively (the "Certificates of Withdrawal"). Copies of the Certificates of Withdrawal are listed as Exhibits 3.1, 3.2, 3.3 and 3.4 to this Current Report on Form 8-K and are incorporated herein by reference.

Item 7.01. Regulation FD.

On August 8, 2025, the Company issued a press release announcing the closing of the PIPE Financing. A copy of the press release is attached as Exhibit 99.1 hereto.

Total Shares Outstanding

As of the date hereof, the Company has 60,538,922 total shares outstanding.

The information in this Item 7.01 to this Current Report on Form 8-K, and in Exhibits 99.1 and 99.2 furnished herewith, shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 8.01 Other Events.

Disclosure Channels to Disseminate Information

Company investors and others should note that the Company announces material information to the public about the Company, its strategy and other items through a variety of means, including on the Company website (https://www.verb.tech.com/), its investor relations website (https//ir.verb.tech), its email alerts subscription website (https://ir.verb.tech/news-events/email-alerts), its filings with the SEC, press releases, public conference calls, webcasts, site tours and its various social media accounts in order to achieve broad, non-exclusionary distribution of information to the public. The Company encourages its investors and others to review the information it makes public in the locations below as such information could be deemed to be material information. PLEASE NOTE THAT, FOLLOWING THE CLOSING OF THE PIPE FINANCING, THE COMPANY HAS UPDATED ITS SOCIAL MEDIA ACCOUNTS.

Following the closing of the PIPE Financing, the Company intends to post information about the Company (which may or may not be material) via the following social media accounts: the Company's new Telegram handle (@tonstrat) and its new X.com handle (@tonstrat). The Company also expects Mr. Stotz to post information about the Company (which may or may not be material) through his social media accounts, including his X.com handle (@ManuelStotz). The social media channels used by the Company and Mr. Stotz may be updated by the Company and Mr. Stotz, respectively, from time to time.

Although the Company does not intend for its social media accounts to be its primary method of disclosure for material information, it is possible that certain information the Company posts on its social media accounts may be deemed material to investors. Therefore, the Company is notifying investors, the media and other interested parties that it intends to use the aforementioned social media accounts, together with its investor relations website, traditional press releases, and filings with the Commission, to publish important information about the Company, including information that may be deemed material to investors. The Company encourages investors, the media and other interested parties to review the information it posts on its aforementioned investor relations website and social media channels, in addition to information announced by the Company through our filings with the SEC, press releases, webcasts and other presentations.

Forward-Looking Statements

This Current Report contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements relating to the Company's Toncoin holdings, the implementation of its TON treasury strategy, the anticipated rebranding of the Company, the future of the Company's ongoing business operations, and other initiatives. Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially, and reported results should not be considered as an indication of future performance. Important factors that may affect actual results or outcomes include, but are not limited to: the potential impact of market and other general economic conditions; the ability of the Company to successfully execute its business plan, including the implementation of the TON treasury strategy and achieve the intended benefits thereof; the Company's failure to manage growth effectively; the Company's failure to fully realize the anticipated benefits of the PIPE Financing and use of proceeds therefrom; and other risks and uncertainties set forth in the Company's Annual Report on Form 10-K for the year ended December 31, 2024 and the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2025 filed with the Securities and Exchange Commission (the "***SEC***"), and in the Company's subsequent filings with the SEC. These forward-looking statements speak only as of the date hereof, and the Company disclaims any obligation to update these forward-looking statements, whether as a result of new information, future events, or otherwise, except as required by law.

No Offer or Solicitation. None of this Current Report nor the exhibits attached hereto constitutes an offer to sell, or a solicitation of an offer to buy, Common Stock or any other securities, nor shall there be any sale of Common Stock or any other securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction.

Item 9.01 Financial Statements and Exhibits

Exhibit No.	Description
3.1	Certificate of Withdrawal of Certificate of Designation of Series A Convertible Preferred Stock
3.2	Certificate of Withdrawal of Certificate of Designation of Series B Preferred Stock
3.3	Certificate of Withdrawal of Certificate of Designation of Series C Preferred Stock
3.4	Certificate of Withdrawal of Certificate of Designation of Series D Preferred Stock
10.1	Advisory Services Agreement, dated August 7, 2025 by and between Verb Technology Company, Inc. and Kingsway Capital Partners Limited
10.2	Employment Agreement, effective August 7, 2025, by and between the Company and Veronika Kapustina
10.3	Employment Agreement, effective August 7, 2025, by and between the Company and Sarah Olsen
10.4	Form of Indemnification Agreement
99.1	Press Release, dated August 8, 2025
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 8, 2025

Verb Technology Company, Inc.

By: */s/ Sarah Olsen*
Name: Sarah Olsen
Title: Chief Financial Officer and Chief Operating Officer

FRANCISCO V. AGUILAR
Secretary of State

DEANNA L. REYNOLDS
Deputy Secretary for Commercial Recordings

STATE OF NEVADA

OFFICE OF THE SECRETARY OF STATE

Commercial Recordings Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7141

North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

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Work Order Number: W2025080701694
Reference Number: 20255099388
Through Date: 8/7/2025 3:04:22 PM
Corporate Name: VERB TECHNOLOGY COMPANY, INC.

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number	Description	Number of Pages
20255099372	Withdrawal of Designation	1

Respectfully,

FRANCISCO V. AGUILAR
Nevada Secretary of State

Certified By: Ashley Popham
Certificate Number: B202508075982551
You may verify this certificate online at **https://www.nvsilverflume.gov/home**

Filed in the Office of	Business Number
FVAguilar	E0609422012-3
	Filing Number
	20255099372
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	Number of Pages
	1

FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Certificate, Amendment or Withdrawal of Designation

NRS 78.1955, 78.1955(6)

☐ **Certificate of Designation**

☐ **Certificate of Amendment to Designation - Before Issuance of Class or Series**

☐ **Certificate of Amendment to Designation - After Issuance of Class or Series**

☒ **Certificate of Withdrawal of Certificate of Designation**

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of entity: Verb Technology Company, Inc. Entity or Nevada Business Identification Number (NVID): NV20121709787
2. Effective date and time:	For Certificate of Designation or Amendment to Designation Only (Optional): Date: Time: (must not be later than 90 days after the certificate is filed)
3. Class or series of stock: (Certificate of Designation only)	The class or series of stock being designated within this filing:
4. Information for amendment of class or series of stock:	The original class or series of stock being amended within this filing:
5. Amendment of class or series of stock:	☐ Certificate of Amendment to Designation- Before Issuance of Class or Series As of the date of this certificate no shares of the class or series of stock have been issued. ☐ Certificate of Amendment to Designation- After Issuance of Class or Series The amendment has been approved by the vote of stockholders holding shares in the corporation entitling them to exercise a majority of the voting power, or such greater proportion of the voting power as may be required by the articles of incorporation or the certificate of designation.
6. Resolution: Certificate of Designation and Amendment to Designation only)	By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes OR amends the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.*
7. Withdrawal:	Designation being Withdrawn: Series A Preferred Stock Date of Designation: 08/12/2019 No shares of the class or series of stock being withdrawn are outstanding. The resolution of the board of directors authorizing the withdrawal of the certificate of designation establishing the class or series of stock: * The certificate of designation designating the corporation's Series A Convertible Preferred Stock is hereby withdrawn.
8. Signature: (Required)	X _____ Signature of Officer Date: 08/07/2025

* Attach additional page(s) if necessary

This form must be accompanied by appropriate fees.

FRANCISCO V. AGUILAR
Secretary of State

DEANNA L. REYNOLDS
Deputy Secretary for Commercial Recordings

STATE OF NEVADA

OFFICE OF THE SECRETARY OF STATE

Commercial Recordings Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7141

North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

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8/7/2025 3:12:37 PM

Work Order Number: W2025080701708
Reference Number: 20255099433
Through Date: 8/7/2025 3:12:37 PM
Corporate Name: VERB TECHNOLOGY COMPANY, INC.

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number	Description	Number of Pages
20255099423	Withdrawal of Designation	1

Respectfully,

FRANCISCO V. AGUILAR
Nevada Secretary of State

Certified By: Ashley Popham
Certificate Number: B202508075982606
You may verify this certificate online at **https://www.nvsilverflume.gov/home**

Filed in the Office of	Business Number
FVAguilar	E0609422012-3
	Filing Number
	20255099423
Secretary of State	Filed On
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	1

FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Certificate, Amendment or Withdrawal of Designation

NRS 78.1955, 78.1955(6)

☐ **Certificate of Designation**

☐ **Certificate of Amendment to Designation - Before Issuance of Class or Series**

☐ **Certificate of Amendment to Designation - After Issuance of Class or Series**

☒ **Certificate of Withdrawal of Certificate of Designation**

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of entity: Verb Technology Company, Inc. Entity or Nevada Business Identification Number (NVID): NV20121709787
2. Effective date and time:	For Certificate of Designation or Amendment to Designation Only (Optional): Date: Time: (must not be later than 90 days after the certificate is filed)
3. Class or series of stock: (Certificate of Designation only)	The class or series of stock being designated within this filing:
4. Information for amendment of class or series of stock:	The original class or series of stock being amended within this filing:
5. Amendment of class or series of stock:	☐ Certificate of Amendment to Designation- Before Issuance of Class or Series As of the date of this certificate no shares of the class or series of stock have been issued. ☐ Certificate of Amendment to Designation- After Issuance of Class or Series The amendment has been approved by the vote of stockholders holding shares in the corporation entitling them to exercise a majority of the voting power, or such greater proportion of the voting power as may be required by the articles of incorporation or the certificate of designation.
6. Resolution: Certificate of Designation and Amendment to Designation only)	By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes OR amends the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.*
7. Withdrawal:	Designation being Withdrawn: Series B Preferred Stock Date of Designation: 02/17/2023 No shares of the class or series of stock being withdrawn are outstanding. The resolution of the board of directors authorizing the withdrawal of the certificate of designation establishing the class or series of stock: * The certificate of designation designating the corporation's Series B Preferred Stock is hereby withdrawn.
8. Signature: (Required)	X _____ Signature of Officer Date: 08/07/2025

* Attach additional page(s) if necessary

This form must be accompanied by appropriate fees.

FRANCISCO V. AGUILAR
Secretary of State

DEANNA L. REYNOLDS
Deputy Secretary for Commercial Recordings

STATE OF NEVADA

OFFICE OF THE SECRETARY OF STATE

Commercial Recordings Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7141

North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

Certified Copy

8/7/2025 3:37:29 PM

Work Order Number: W2025080701853
Reference Number: 20255099568
Through Date: 8/7/2025 3:37:29 PM
Corporate Name: VERB TECHNOLOGY COMPANY, INC.

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number	Description	Number of Pages
20255099442	Withdrawal of Designation	1

Respectfully,

FRANCISCO V. AGUILAR
Nevada Secretary of State

Certified By: Ashley Popham
Certificate Number: B202508075982770
You may verify this certificate online at **https://www.nvsilverflume.gov/home**

Filed in the Office of	Business Number
FVAguilar	E0609422012-3
	Filing Number
	20255099442
Secretary of State	Filed On
State Of Nevada	8/7/2025 2:50:00 PM
	Number of Pages
	1

FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Certificate, Amendment or Withdrawal of Designation

NRS 78.1955, 78.1955(6)

☐ **Certificate of Designation**

☐ **Certificate of Amendment to Designation - Before Issuance of Class or Series**

☐ **Certificate of Amendment to Designation - After Issuance of Class or Series**

☒ **Certificate of Withdrawal of Certificate of Designation**

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of entity: Verb Technology Company, Inc. Entity or Nevada Business Identification Number (NVID): NV20121709787
2. Effective date and time:	For Certificate of Designation or Amendment to Designation Only (Optional): Date: Time: (must not be later than 90 days after the certificate is filed)
3. Class or series of stock: (Certificate of Designation only)	The class or series of stock being designated within this filing:
4. Information for amendment of class or series of stock:	The original class or series of stock being amended within this filing:
5. Amendment of class or series of stock:	☐ Certificate of Amendment to Designation- Before Issuance of Class or Series As of the date of this certificate no shares of the class or series of stock have been issued.
	☐ Certificate of Amendment to Designation- After Issuance of Class or Series The amendment has been approved by the vote of stockholders holding shares in the corporation entitling them to exercise a majority of the voting power, or such greater proportion of the voting power as may be required by the articles of incorporation or the certificate of designation.
6. Resolution: Certificate of Designation and Amendment to Designation only)	By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes OR amends the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.*
7. Withdrawal:	Designation being Withdrawn: Series C Preferred Stock Date of Designation: 12/28/2023 No shares of the class or series of stock being withdrawn are outstanding. The resolution of the board of directors authorizing the withdrawal of the certificate of designation establishing the class or series of stock: * The certificate of designation designating the corporation's Series C Preferred Stock is hereby withdrawn.
8. Signature: (Required)	X Signed by: Kory J. Cutaia Signature of Officer Date: 08/07/2025

* Attach additional page(s) if necessary

This form must be accompanied by appropriate fees.

FRANCISCO V. AGUILAR
Secretary of State

DEANNA L. REYNOLDS
Deputy Secretary for Commercial Recordings

STATE OF NEVADA

OFFICE OF THE SECRETARY OF STATE

Commercial Recordings Division
401 N. Carson Street
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2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

Certified Copy

8/7/2025 3:29:22 PM

Work Order Number: W2025080701744
Reference Number: 20255099532
Through Date: 8/7/2025 3:29:22 PM
Corporate Name: VERB TECHNOLOGY COMPANY, INC.

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number	Description	Number of Pages
20255099513	Withdrawal of Designation	1

Respectfully,

FRANCISCO V. AGUILAR
Nevada Secretary of State

Certified By: Ashley Popham
Certificate Number: B202508075982733
You may verify this certificate online at **https://www.nvsilverflume.gov/home**

Filed in the Office of	Business Number
FVAguilar	E0609422012-3
	Filing Number
Secretary of State	20255099513
State Of Nevada	Filed On
	8/7/2025 2:50:00 PM
	Number of Pages
	1

FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Certificate, Amendment or Withdrawal of Designation

NRS 78.1955, 78.1955(6)

☐ Certificate of Designation

☐ Certificate of Amendment to Designation - Before Issuance of Class or Series

☐ Certificate of Amendment to Designation - After Issuance of Class or Series

☒ Certificate of Withdrawal of Certificate of Designation

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of entity: Verb Technology Company, Inc. Entity or Nevada Business Identification Number (NVID): NV20121709787
2. Effective date and time:	For Certificate of Designation or Amendment to Designation Only (Optional): Date: Time: (must not be later than 90 days after the certificate is filed)
3. Class or series of stock: (Certificate of Designation only)	The class or series of stock being designated within this filing:
4. Information for amendment of class or series of stock:	The original class or series of stock being amended within this filing:
5. Amendment of class or series of stock:	☐ Certificate of Amendment to Designation- Before Issuance of Class or Series As of the date of this certificate no shares of the class or series of stock have been issued.
	☐ Certificate of Amendment to Designation- After Issuance of Class or Series The amendment has been approved by the vote of stockholders holding shares in the corporation entitling them to exercise a majority of the voting power, or such greater proportion of the voting power as may be required by the articles of incorporation or the certificate of designation.
6. Resolution: Certificate of Designation and Amendment to Designation only)	By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes OR amends the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.*
7. Withdrawal:	Designation being Withdrawn: Series D Preferred Stock Date of Designation: 04/22/2025 No shares of the class or series of stock being withdrawn are outstanding. The resolution of the board of directors authorizing the withdrawal of the certificate of designation establishing the class or series of stock: * The certificate of designation designating the corporation's Series D Preferred Stock is hereby withdrawn.
8. Signature: (Required)	X Signed by: Rory J. Cutaia Signature of Officer Date: 08/07/2025

* Attach additional page(s) if necessary

This form must be accompanied by appropriate fees.

Exhibit 10.1

Execution Version

ADVISORY SERVICES AGREEMENT

This ADVISORY SERVICES AGREEMENT (this "Agreement"), effective August 7, 2025 (the "Effective Date"), is entered into by and between Verb Technology Company, Inc. (the "Company"), and Kingsway Capital Partners Limited (the "Advisor" and, together with the Company, the "Parties" and each, a "Party").

WHEREAS, the Company desires to expand and diversify its business through integration of cryptocurrency and digital asset strategies as part of its treasury management strategy; and

WHEREAS, the Company wishes to appoint the Advisor, and the Advisor wishes to be appointed by the Company, to provide certain advisory and consulting services to the Company for such purposes, subject to and in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to be bound on the terms and conditions set forth below:

1. Engagement of the Advisor; Independent Contractor.

(a) The Company hereby engages the Advisor to provide certain advisory services with respect to the expansion and diversification of the Company's business through the integration of cryptocurrency and digital asset strategies as part of the Company's treasury management strategy, and the Advisor hereby accepts the engagement and agrees to provide advisory and consulting services to the Company as described in Schedule A attached hereto (the "Services") upon the terms and conditions set forth herein. The Company and the Advisor understand and agree that changes to Schedule A may be made from time to time following the date of execution of this Agreement by mutual agreement of the Parties.

(b) It is understood and agreed that the Advisor shall be deemed to be an independent contractor of the Company and not as an employee, agent, or joint venturer of the Company and that the Advisor shall not have authority to act for or represent the Company in any way and shall not otherwise be deemed to be agent of the Company. Nothing contained herein shall create or constitute the Advisor and the Company as members of any partnership, joint venture, association, syndicate, unincorporated business, or other separate entity, nor shall be deemed to confer on any of them any express, implied, or apparent authority to incur any obligation or liability on behalf of any other such entity.

2. Term; Termination.

(a) This Agreement shall commence on the Effective Date and shall continue for a period of twenty (20) years and shall thereafter continue for successive one (1)-year renewal periods upon the mutual agreement of the Advisor and the Company (each, a "Renewal Period", and the period during which this Agreement is in effect, the "Term") unless terminated in accordance with this Section 2.

(b) This Agreement may be terminated immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within sixty (60) days after receiving written notice of the breach, or in the case of willful misconduct, gross negligence or fraud of the other Party.

(c) Termination shall not affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this Agreement.

3. Advisory Fees.

(a) As compensation for the Services rendered hereunder, the Company shall pay: (i) a one-time set-up fee, payable in Toncoin or cash, upon mutual agreement of the Company and the Advisor, and having a notional value of Three Million Dollars ($3,000,000) (the "Set-Up Fee") and (ii) an annual advisory fee equal to two percent (2%) of the Company's market capitalization (calculated based upon the Company's equity ownership on a fully diluted, as converted basis) (the "Advisory Fee").

(b) The Set-Up Fee shall be earned upon the execution of this Agreement and will be payable within 5 business days. The Advisory Fee shall be paid in twelve (12) monthly installments, with each installment equal to one-twelfth (1/12) of two percent (2%) of the Company's market capitalization (calculated based upon the Company's equity ownership on a fully diluted, as converted basis) as of the last day of each calendar month. The Company's market capitalization for each month shall be determined by the Advisor in a commercially reasonable manner and in good faith. Each monthly installment of the Advisory Fee shall be payable in arrears, and, following the determination of the Company's market capitalization for the relevant month, the Advisor and the Company upon mutual agreement shall elect, that the Advisor receive payment of such installment either in Toncoin or in cash. If the Advisory Fee is elected to be paid in Toncoin, the amount of Toncoin due will be determined using the weighted-average TON execution price as of the last day of each calendar month. The Advisor will furnish invoices monthly, including all reasonable fees and expenses incurred by Advisor, and the Company shall pay such invoice no later than ten (10) business days following the Company's receipt of any such invoice. Advisor acknowledges and agrees to cooperate fully with the Company and to provide, upon reasonable request, all information and documentation necessary to enable the Company to maintain compliance with generally accepted accounting principles (GAAP), its internal financial controls, and applicable requirements under the Sarbanes-Oxley Act of 2002. The Company hereby acknowledges that it is the Company's responsibility to verify the accuracy of the calculation of the Advisor's fees.

(c) Notwithstanding any early termination of this Agreement pursuant to Section 2 hereof, (i) the Set-Up Fee and (ii) the Advisory Fee shall be deemed earned upon the execution of this Agreement by the Parties. If Advisor and the Company are required to report the issuance of the Advisor's fees to any third party governmental or regulatory authority, the parties shall consult and mutually agree upon a consistent reporting position.

(d) Each Party will be responsible for all of their respective overhead costs.

4. Confidentiality.

(a) "Confidential Information" means any non-public information regarding the disclosing Party's business affairs, products, services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in visual, written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential." Confidential Information does not include information that: (i) is or becomes publicly available without breach of this Agreement; (ii) was known to the receiving Party prior to disclosure; (iii) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information; or (iv) is disclosed pursuant to legal or regulatory requirements, *provided*, *however*, that in the case of clause (iii), the disclosing Party shall disclose no more than that portion of the Confidential Information which, on the advice of the receiving Party's legal counsel, such legal or regulatory requirement specifically requires the receiving Party to disclose.

(b) Each Party shall: (i) protect and safeguard the confidentiality of the disclosing Party's Confidential Information with at least the same degree of care as the receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the receiving Party's representatives who need to know the Confidential Information to assist the receiving Party, or act on such receiving Party's behalf, to exercise such receiving Party's rights or perform such receiving Party's obligations under this Agreement. The receiving Party shall be responsible for any breach of this Section 4 caused by any of its representatives. On the expiration or termination of the Agreement, the receiving Party and its representatives shall promptly return to the disclosing Party all copies, whether in written, electronic or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed.

(c) The obligations under this Section 4 shall survive the termination or expiration of this Agreement for a period of two (2) years.

5. Representations of the Advisor. The Advisor represents to the Company as follows:

(a) the Advisor has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization, with power and authority to own its own properties and conduct its business as currently conducted;

(b) the Advisor has or will obtain all other governmental authorizations, approvals, consents or filings required in connection with the execution, delivery or performance of this Agreement, including compliance with applicable U.S. federal and state laws, rules, and regulations, and any requirements imposed by relevant regulatory authorities;

(c) this Agreement constitutes a binding obligation of the Advisor, enforceable against the Advisor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or by general equity principles, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(d) the execution, delivery and performance of this Agreement do not conflict with any obligation by which the Advisor is bound, whether arising by contract, operation of law or otherwise, or any applicable law, in each case in a manner that would result in a material adverse effect on the Advisor or the Company or that would materially impede the Advisor's ability to perform its obligations hereunder.

6. Representations of the Company. The Company represents and warrants to the Advisor as follows:

(a) the Company has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization, with power and authority to own its own properties and conduct its business as currently conducted;

(b) the Company has the authority to engage the Advisor to provide the Services and has, by appropriate action, duly authorized the execution and implementation of this Agreement;

(c) this Agreement constitutes a binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or by general equity principles, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(d) the execution, delivery and performance of this Agreement do not conflict with any obligation by which the Company is bound, whether arising by contract, operation of law or otherwise, or any applicable law, in each case in a manner that would result in a material adverse effect on the Advisor or the Company or that would materially impede the Company's ability to perform its obligations hereunder.

7. Liability.

(a) Except in the cases of willful misconduct, gross negligence or fraud (each, a "Disqualifying Action"), none of the Advisor, its affiliates or their respective officers, directors and employees (collectively, the "Covered Persons") shall have any liability (whether direct or indirect, in contract or tort or otherwise) for any claims, liabilities, losses, damages, penalties, obligations or expenses of any kind whatsoever, including reasonable and documented attorneys' fees and court costs ("Losses"), suffered by the Company as the result of any act or omission by the Advisor in connection with, arising out of or relating to the performance of the Services hereunder. The Company further agrees that no Covered Person shall be liable for any Losses caused, directly or indirectly, by any act or omission of the Company or any act or omission by any third party, unless such acts, omissions or other conduct is at the direction of the Advisor and the Advisor's direction constitutes a Disqualifying Action.

(b) The Advisor and any person acting on its behalf shall be entitled to rely in good faith upon information, opinions, reports or statements of legal counsel (as to matters of law) and accountants (as to matters of accounting or tax) and, accordingly, such good faith reliance by a person shall not constitute a Disqualifying Action so long as such counsel or accountant is qualified and was selected and consulted with due care. Under no circumstances shall the Advisor or any Covered Person be liable for any special, incidental, exemplary, consequential, punitive, lost profits or indirect damages.

(c) The Company agrees to indemnify and hold harmless each of the Covered Persons, against any Losses suffered or incurred by reason of, relating to, based upon, arising from or in connection with (directly or indirectly) (i) the Services rendered by or on behalf of the Advisor, (ii) a Disqualifying Action by the Company, or (iii) the Company's breach of this Agreement, in each case except to the extent that such Losses are determined by a court of competent jurisdiction, upon entry of a final judgment, to be attributable to a Disqualifying Action of such Covered Person.

(d) To the fullest extent permitted by law, the Company shall, upon the request of any Covered Person, advance or promptly reimburse such Covered Person's out-of-pocket costs of investigation (whether internal or external), litigation or appeal, including attorneys' reasonable and documented fees and disbursements, reasonably incurred in responding to, litigating or endeavoring to settle any claim, action, suit, investigation or proceeding, whether or not pending or threatened, and whether or not any Covered Person is a party, arising out of or in connection with or relating to the Services (a "Claim"); *provided*, that the affected Covered Person shall, as a condition of such Covered Person's right to receive such advances and reimbursements, undertake in writing to promptly repay the applicable funds for all such advancements or reimbursements if a final judgment of a court of competent jurisdiction has determined that such Covered Person is not then entitled to indemnification under this Section 7. If any Covered Person recovers any amounts in respect of any Claims from insurance coverage or any third party source, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to it by the Company in respect of such Claims.

(e) Promptly after receipt by a Covered Person of notice of any Claim or of the commencement of any action or proceeding involving a Claim, such Covered Person shall, if a claim for indemnification in respect thereof is to be made against the Company, give written notice to the Company of the receipt of such Claim or the commencement of such action or proceeding; *provided*, that the failure of any Covered Person to give notice as provided herein shall not relieve the Company of its obligations hereunder, except to the extent that the Company is actually prejudiced by such failure to give notice.

(f) Each Covered Person shall cooperate with the Company and its counsel in responding to, defending and endeavoring to settle any proceedings or Losses that may be subject to indemnification by the Company pursuant to this Section 7. Without limiting the generality of the immediately preceding sentence, if any proceeding is commenced against a Covered Person, the Company shall be entitled to participate in and to assume the defense thereof to the extent that the Company may wish, with counsel reasonably satisfactory to such Covered Person. After notice from the Company to such Covered Person of the Company's election to assume the defense thereof, the Company shall not be liable for expenses subsequently incurred by such Covered Person without the consent of the Company (which shall not be unreasonably withheld) in connection with the defense thereof. Without the Covered Person's consent, the Company will not consent to entry of any judgment in or enter into any settlement of any such action or proceeding which does not include as an unconditional term thereof the giving by every claimant or plaintiff to such Covered Person of a release from all liability in respect of such claim or litigation.

(g) The right of any Covered Person to indemnification as provided herein shall be cumulative of, and in addition to, any and all rights to which such Covered Person may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Covered Person's successors, assigns and legal representatives.

(h) The federal laws may impose liabilities under certain circumstances on persons who act in good faith; therefore, nothing herein shall in any way constitute a waiver or limitation of any rights which the undersigned may have under any applicable federal law.

8. General Provisions.

(a) Assignment. This Agreement shall be binding upon and inure to the benefit of the Company, the Advisor and their respective successors and permitted assigns. The Company may not assign all or any portion of its rights, obligations or liabilities under this Agreement without the consent of the Advisor to this Agreement. The Advisor may assign all or any portion of its rights, obligations or liabilities under this Agreement to an affiliate of the Advisor, in its sole discretion (an "Affiliate Assignee"). The Advisor may not assign all or any portion of its rights, obligations or liabilities under this Agreement to any non-affiliate of the Advisor without the consent of the Company. For the avoidance of doubt, this Section 8 shall not prohibit or require Company consent for any change of control of such Affiliate Assignee following the assignment of this Agreement. For purposes of this Section 8(a), such assignee shall not include (a) any director, officer, agent, employee, affiliate or representative ("Person") listed in any sanctions-related list of designated Persons maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United States Department of State, the United Nations Security Council, the European Union (or any participating member state thereof), His Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions"), (b) any Person operating, organized or resident in a country, region or territory which is itself the subject or target of any Sanctions ("Sanctioned Person"), (c) any Person owned or controlled by any such Person or Persons described in clauses (a) and (b) above, including a Person that is deemed by OFAC to be a Sanctions target based on the ownership of such legal entity by Sanctioned Person(s) or (d) any Person otherwise a target of Sanctions, including vessels, planes and ships, that are designated under any Sanctions program.

(b) Third Party Beneficiaries. This Agreement is not intended to and does not convey any rights to persons not a Party to this Agreement, except that a Covered Person may in its own right enforce Section 7 of this Agreement.

(c) Other Relationships. The Company acknowledges that the Advisor, its affiliates and their respective members, partners, officers, employees and other personnel may provide business and advisory services and advice of the type contemplated by this Agreement to others, and that, subject to the provisions of Section 4 of this Agreement, nothing contained herein shall be construed to limit or restrict the Advisor in providing such services or advice to others.

(d) Entire Agreement. This Agreement, including the Schedules attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between them regarding such subject matter.

(e) Amendments. Except to the extent otherwise expressly provided herein, this Agreement may not be amended except in a writing signed by the Parties hereto.

(f) Waivers. Each Party may by written consent waive, either prospectively or retrospectively and either for a specified period of time or indefinitely, the operation or effect of any provision of this Agreement. No failure or delay by a Party in exercising any right hereunder shall operate as a waiver thereof, nor shall any waiver of any such right constitute any further waiver of such or any other right hereunder. No waiver of any right by any Party hereto shall be construed as a waiver of the same or any other right at any other time.

(g) Notices. Except as otherwise expressly provided in this Agreement, whenever any notice is required or permitted to be given under any provision of this Agreement, such notice shall be in writing, shall be signed by or on behalf of the Party giving the notice and shall be mailed by first class mail or sent by courier or by email (including email with an attached PDF) or other electronic transmission with confirmation of transmission to the other Party at the address set forth below or to such other address as a Party may from time to time specify to the other Party by such notice hereunder.

If to the Advisor:

Kingsway Capital
9th Floor, Smithson Tower
25 St James's Street
London SW1A 1HA, United Kingdom
Attn:
Email:

If to the Company:

Verb Technology Company, Inc.
3024 Sierra Juniper Court
Las Vegas, Nevada, 89138
Attn: Sarah Olsen
Email:

Any such communications, notices, instructions or disclosures shall be deemed duly given when deposited by first class mail address as provided above, when delivered to such address by courier or when sent by email (including email with an attached PDF) or other electronic transmission (with the receipt confirmed).

(h) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to its principles of conflicts of law.

(i) Arbitration. Notwithstanding anything herein to the contrary, including the Parties' submission to jurisdiction of the courts of the State of New York pursuant to Section 8(j) below, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the New York offices of the Judicial Arbitration and Mediation Service Inc. or its successor ("JAMS") before three (3) qualified arbitrators, one (1) selected by each Party and one (1) selected by both Parties. The arbitration shall be administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the "Rules") in accordance with the expedited procedures in those Rules. Judgment on the arbitration award may be entered in any state or federal court sitting in New York, New York or in any other applicable court. This Section 8(i) shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In the event that this Agreement is terminated pursuant to this Section 8(i), the Advisor shall be entitled to any and all damages and legal remedies arising from or in connection with such default but limited to direct damages and lost profits and business in the future. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the Rules as those Rules exist on the effective date of this Agreement. The Parties agree that they will give conclusive effect to the arbitrators' determination and award and that judgment thereon may be entered in any court having jurisdiction. The arbitrators may issue awards for all damages and legal remedies arising from or in connection with such default including, but not limited to, direct, indirect, special, consequential, speculative and punitive damages, as well as lost profits and business in the future. Any Party may, without inconsistency with this arbitration provision, apply to any state or federal court sitting in New York, New York and seek interim provisional, injunctive or other equitable relief until the arbitration award is rendered or the controversy is otherwise resolved. The arbitration will be conducted in the English language. The arbitrators shall decide the dispute in accordance with the law of the State of New York. The arbitration provisions contained herein are self-executing and will remain in full force and effect after expiration or termination of this Agreement. The costs and expenses of the arbitration shall be funded fifty percent (50%) by the claimant and the remaining fifty percent (50%) shall be split equally among the respondent(s). All Parties shall bear their own attorneys' fees during the arbitration. The prevailing Party on substantially all its claims shall be repaid all of such costs and expenses by the non-prevailing Party within ten (10) days after receiving notice of the arbitrator's decision.

(j) Submission to Jurisdiction; Consent to Service of Process. Subject to Section 8(i) above, the Parties hereto hereby irrevocably submit to the exclusive jurisdiction of and consent to service of process and venue in the state and federal courts in the County of New York, State of New York in any dispute, claim, controversy, action, suit or proceeding between the Parties arising out of this Agreement which are permitted to be filed or determined in such court. Subject to Section 8(i) above, the Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. The Parties agree that process may be served in any action, suit or proceeding by mailing copies thereof by registered or certified mail (or its equivalent) postage prepaid, to the Party's address set forth in Section 8(g) of this Agreement or to such other address to which the Party shall have given written notice to the other Party. The Parties agree that such service shall be deemed in every respect effective service of process upon such Party in any such action, suit or proceeding and shall, to the fullest extent permitted by law, be taken and held to be valid personal service upon and personal delivery to such Party. Nothing in this Section 8(j) shall affect the right of the Parties to serve process in any manner permitted by law.

(k) Force Majeure. No Party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays or defects arise out of causes beyond the control and without the fault or negligence of the offending Party. Such causes may include, but are not restricted to, acts of God or of the public enemy, terrorism, acts of the state in its sovereign capacity, fires, floods, earthquakes, power failure, tariffs, government regulations or executive orders, disabling strikes, epidemics, pandemics, quarantine restrictions and freight embargoes.

(l) Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the Parties to this Agreement.

(m) Severability. In the event any provision of this Agreement shall be held invalid or unenforceable, by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

(n) Counterparts; Electronic Signature and Delivery. This Agreement may be executed in counterparts, including counterparts sent via PDF other electronic transmission, each of which, when taken together shall constitute one and the same instrument. This Agreement may also be executed and delivered by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed as of the Effective Date.

KINGSWAY CAPITAL ADVISORS LIMITED

By: */s/ Conor McNaughton*
Name: Conor McNaughton
Title: Chief Operating Officer

VERB TECHNOLOGY COMPANY, INC.

By: */s/ Veronika Kapustina*
Name: Veronika Kapustina
Title: Chief Executive Officer

[Signature Page to Advisory Services Agreement]

Schedule A

Services

1. Analyze and evaluate the implementation of the Company's Toncoin treasury strategy.
2. Advise the Company on the creation and ongoing review of its Treasury Reserve Policy.
3. Advise the management team regarding the Company's Toncoin treasury strategy.
4. Advise and assist with investor relations with regards to the Company.
5. Review presentations and related materials regarding the Toncoin treasury strategy.
6. Provide assistance to the Company's board of directors in the recruitment of executives to the Company.

Exhibit 10.2

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is effective immediately on August 7, 2025 (the "Closing", or the "Effective Date"), and is entered into by and between Verb Technology Company, Inc. or its successor (the "Company"), and Veronika Kapustina ("Employee") (collectively with the Company, the "Parties"; each of the Parties referred to individually as a "Party"). "PIPE Financing" means the offer, sale and issuance of the Company's common stock in a private placement offering pursuant to a certain Subscription Agreement between and among the Company, certain of its subsidiaries, and investors.

WHEREAS, the Company desires to employ Employee in accordance with the terms and conditions set forth below; and

WHEREAS, Employee desires to be employed by the Company in accordance with the terms and conditions set forth below.

NOW, THEREFORE, immediately following the Closing, Employee will become an employee of the Company.

1. **EMPLOYMENT**.

a. **Title**. The Company hereby agrees to employ Employee, and Employee hereby accepts such employment, as Chief Executive Officer (CEO) of the Company, reporting to the Executive Chairman of the Board of Directors of the Company (the "Board") and the Board.

b. **Employment Period**. Employee's employment with the Company shall commence on the Effective Date. This Agreement shall be effective as of the Effective Date and shall continue until terminated in accordance with the terms of this Agreement.

c. **Principal Place of Employment**. It is anticipated that Employee will move to Dubai during Employee's employment with the Company and upon such relocation, Employee shall be permitted to work remotely in Dubai.

d. **At Will Relationship**. Employee's employment with the Company shall commence as of the Effective Date. Employee's employment shall be considered "at will" in nature and, accordingly, either the Company or Employee may terminate this Agreement and Employee's employment at any time and for any reason, with or without Cause or prior notice, subject to Section 3. Nothing in this Agreement, except as Section 3 hereof, shall be construed as, or shall interfere with, abridge, limit, modify, or amend the "at will" nature of Employee's employment with Company. Except as set forth in this Agreement, upon Employee's separation from employment with the Company (for any reason), all compensation and benefits payable or provided to Employee shall, except as required by applicable law or the terms of such applicable plan, policy or arrangement, terminate as of the effective date of Employee's termination (the "Termination Date").

e. **Duties and Responsibilities**. During Employee's employment with the Company, Employee shall at all times: (i) comply with the terms and conditions set forth in this Agreement; (ii) perform and carry out such responsibilities, duties, and authorities as the Company may direct, designate, request of, or assign to Employee from time to time, which shall include, but not necessarily be limited to, such duties, responsibilities and authorities that are typically performed by and assigned to employees in similar positions within similar companies; (iii) perform the duties and carry out the responsibilities assigned to her by the Company to the best of her ability, in a trustworthy, business-like, and efficient manner for the purpose of advancing the business and interests of the Company; (iv) devote sufficient time, attention, effort, and skill to her position with and the business of the Company; (v) comply with and abide by the Company's policies, practices, and procedures (as may be amended or otherwise modified from time to time by the Company); and (vi) comply with all laws, rules, regulations, and licensing requirements of, or that may be applicable to, her employment with the Company.

In the event that any term(s) of this Agreement conflicts with a term(s) of any employee handbook, policy, practice, or procedure adopted or maintained, at any time, by the Company, the term(s) of this Agreement shall control and supersede such conflicting term(s).

f. **No Conflicts**. Employee represents and warrants that she is not bound by or subject to any written or oral agreement, pact, covenant, or understanding with any previous or concurrent employer, or any other party, that would limit, abridge, restrict, or interfere with, in any way, her ability to perform her duties and obligations hereunder. Employee further represents and warrants that the performance of her duties and obligations hereunder shall not violate any written or oral agreement, pact, covenant, or understanding by and between her and any previous or concurrent employer, or any other party. Employee further represents and warrants that she will not use any trade secret, or confidential or proprietary information, of any of her previous or concurrent employers, or that was obtained, learned, or procured during any period of employment prior to or concurrent with her employment with the Company, in connection with her employment with the Company or in the performance of her duties and obligations hereunder.

2. **COMPENSATION AND BENEFITS**. Subject to the terms and conditions of Sections 1 and 3 of this Agreement and, except as otherwise provided herein, Employee's continued employment with the Company, and in consideration for the services to be provided hereunder by Employee, the Company hereby agrees to pay or otherwise provide Employee with the following compensation and benefits during her employment with the Company:

a. **Annual Salary**. The Company shall pay Employee a base salary equal to $850,000 per year (as it may be adjusted from time to time, the "Annual Salary"), less applicable taxes, withholdings, and deductions, and any other deductions that may be authorized by Employee, from time to time, in accordance with applicable federal, state, and/or local law. The Annual Salary shall be payable in accordance with the Company's standard payroll practices and procedures, as in effect from time to time. Employee acknowledges and understands that her position of employment with the Company is considered "exempt," as that term is defined under the Fair Labor Standards Act and applicable state or local law. As an exempt employee, Employee is not eligible to receive overtime pay.

Notwithstanding the foregoing, the Annual Salary may be reviewed by the Company from time to time and may be subject to upward or downward adjustment, in the Company's sole discretion, based upon a review and consideration of various factors, including but not limited to Employee's performance and/or the Company's overall financial performance.

b. **Initial Equity Award**. Following completion of the Closing and at a time determined by the Board, such time not to exceed 90 days from the Effective Date, Employee shall receive a grant of time-based restricted stock units under the 2019 Stock and Incentive Compensation Plan (the "Plan") in an amount equal to one-percent (1%) of the shares of common stock of the Company on a fully diluted basis as of the Effective Date, subject to approval by the Board (or its compensation committee) (the "Initial Equity Award"), such approval not to be unreasonably withheld, with the actual number of shares of common stock of the Company underlying the Initial Equity Award to be calculated in good faith by the Board. One fourth (25%) of the Initial Equity Award shall vest on the one-year anniversary of the Effective Date and one thirty-sixth of the remaining Initial Equity Award shall vest on each monthly anniversary thereafter, subject to Employee continuing to be employed by the Company through each such date. The Equity Awards shall be subject to other customary terms to be set forth in the corresponding award agreement and the Plan. For the avoidance of doubt, the Initial Equity Award shall not be granted to Employee unless and until the Closing is consummated. While the parties acknowledge that the Initial Equity Award must be approved by the Board (or its compensation committee) in accordance with the Plan, the Company's obligation to cause such approval and issue the award on the terms described herein is nevertheless a binding contractual commitment on the Company.

c. **Secondary Equity Award**. Following the completion of the Closing and at a time determined by the Board, such time not to exceed 90 days from the Effective Date, Employee shall receive a grant of performance-based restricted stock units under the Plan in an amount equal to one-percent (1%) of the shares of common stock of the Company on a fully diluted basis as of the Effective Date, subject to approval by the Board (or its compensation committee) (the "Secondary Equity Award"), such approval not to be unreasonably withheld, with the actual number of shares of common stock of the Company underlying the Secondary Equity Award to be calculated in good faith by the Board. The Secondary Equity Award shall vest on a quarterly basis over forty-eight (48) months beginning on the Effective Date, each quarterly tranche (i) performance-vest as to one-sixteenth (1/16) of the overall Secondary Equity Award, with threshold performance measured at 1.4x a multiple of market capitalization of the Company over NAV and maximum performance at 1.8x a multiple of market capitalization of the Company over NAV, with straight-line interpolation between threshold and maximum performance levels (0%-100% of the applicable quarterly tranche), all as calculated by the Board (or its compensation committee) in good faith, and (ii) time-vest subject to Employee's continued employment through the end of the applicable quarter. For the avoidance of doubt, in order for the Secondary Equity Award to vest, both the time and performance-based vesting conditions must be satisfied as to each quarterly tranche. Notwithstanding the foregoing, upon a termination without Cause or resignation by Employee for Good Reason, Employee shall be permitted to continue to vest in the Secondary Equity Award with respect to the quarter in which the Termination Date occurs, as if Employee had remained employed through the end of such quarter, subject to achievement of the applicable performance metrics. The Secondary Equity Awards shall be subject to other customary terms to be set forth in the corresponding award agreement and the Plan. For the avoidance of doubt, the Secondary Equity Award shall not be granted to Employee unless and until the Closing is consummated. For purposes herein, "NAV" shall mean the net asset value of the Company, and shall be calculated by the Board; provided however that the NAV shall be consistent with the Company's public filings. While the parties acknowledge that the Secondary Equity Award must be approved by the Board (or its compensation committee) in accordance with the Plan, the Company's obligation to cause such approval and issue the award on the terms described herein is nevertheless a binding contractual commitment on the Company.

d. **Annual Performance Award**. Following completion of the Closing, Employee shall be eligible for a performance-based cash bonus, in an amount determined by the Board, subject to approval by the Board in its sole and absolute discretion (the "Annual Bonus"), based upon achievement of performance criteria established by the Company, which generally shall include Company performance, Employee's individual performance and such other general or specific criteria determined by the Board in its discretion. The target level of such Annual Bonus is one hundred percent (100%) of Annual Salary. Such Annual Bonus will be payable in the form of a lump sum cash payment no later than March 15th of the calendar year that immediately follows the calendar year to which the Annual Bonus relates. In order for Employee to be eligible to receive the Annual Bonus pursuant to this Section 2(d), Employee must remain continuously employed by the Company through the payment date to which such Annual Bonus relates.

e. **Benefit Plans**. Employee shall be entitled to participate in any and all medical insurance, group health, disability insurance, life insurance, incentive, savings, retirement, and other benefit plans, if any, which are made generally available to similarly-situated employees of the Company (and subject to eligibility requirements, enrollment criteria, and other terms and conditions of such plans), and which the Company (or any affiliate maintaining any such arrangement), in its sole discretion, may at any time amend, modify, or terminate, subject to the terms and conditions of such plans and applicable federal, state, or local law.

f. **Vacation and Sick Leave**. Employee shall be entitled to vacation and sick leave in accordance with the Company's respective vacation and sick leave policies, as in effect from time to time.

g. **Expenses**. Employee shall be entitled to reimbursement for all reasonable expenses that she incurs in connection with the performance of her duties and obligations hereunder. Upon presentment by Employee of appropriate and sufficient documentation, as determined in the Company's sole discretion, the Company shall reimburse Employee for all such expenses in accordance with the Company's expense reimbursement policy, as in effect from time to time.

3. **EFFECT OF TERMINATION**. Employee's employment may be terminated by the Company for Cause (as defined below) or without Cause or by resignation for any reason. In the event of any such termination, Employee shall only be entitled to the following:

a. Termination of Employment for Any Reason, Resignation by the Employee other than for Good Reason, or Termination by the Company for Cause. If Employee's employment is terminated for any reason, is terminated by the Company for Cause or Employee resigns from her employment for any reason other than Good Reason (defined below), then in full satisfaction of the Company's obligations under this Agreement, Employee shall be entitled to receive (i) any vacation accrued but unused as of the Termination Date, subject to the Company's policies regarding vacation pay, and (ii) any Annual Salary earned but unpaid as of the Termination Date (the "Accrued Obligations").

b. Termination by the Company without Cause or Resignation by Employee for Good Reason within 18 months following the Effective Date. If Employee's employment is terminated by the Company without Cause or the Employee resigns for Good Reason within eighteen (18) months following the Effective Date, subject to the Employee timely executing and not revoking a general release of all claims against the Company, its subsidiaries, and any of their respective affiliates in a reasonable form to be provided to Employee from the Company (a "Release") and the expiration of any applicable revocation period with respect to the Release within forty-five (45) days after the Employee's Termination Date (the last day of the maximum period of time that the Release can be executed and no longer revocable, the "Release Consideration Expiration Date", and the actual date in which the Release is fully effective and no longer revocable, the "Release Effective Date"), then in full satisfaction of the Company's obligations under this Agreement, Employee shall be entitled to receive:

(i) An amount equal to twelve (12) months of then-current Annual Salary, as of the Termination Date, which shall be paid, in equal monthly installments in accordance with the Company's general payroll practices, with the first installment to be paid on the first payroll date following the effective date of the Release (the "Severance Payment Commencement Date"), with any such payments that would have otherwise been made to Employee following their Termination Date but prior to the Release Effective Date to be paid on the Severance Payment Commencement Date; and

(ii) If Employee properly elects COBRA coverage, then the Company will reimburse or directly pay Employee for Employee and Employee's eligible dependents for the twelve (12) month period following the Termination Date, or until such earlier date that Employee is eligible for health coverage with a subsequent employer. Notwithstanding the foregoing, if Employee is not eligible for COBRA coverage or the Company cannot provide COBRA coverage, the Company shall in lieu thereof provide to Employee a taxable monthly payment in an amount equal to the monthly COBRA premium that Employee would be required to pay to continue group health coverage in effect on the Termination Date, which payments shall be made in accordance with the Company's standard payroll practices and procedures, as in effect from time to time.

For purposes herein, "Cause" shall mean the occurrence of any one or more of the following events, as determined in the sole discretion of the Company:

a. Willful Misconduct or Gross Negligence: Employee's willful misconduct, gross negligence, or material failure to perform the duties and responsibilities of their position (other than as a result of physical or mental incapacity), after written notice from the Company and a 30-day opportunity to cure, if curable.

b. Violation of Policies: Employee's material violation of any written policy, code of conduct, or procedure of the Company, its subsidiaries, or any of their respective affiliates, including but not limited to those relating to harassment, discrimination, workplace safety, or substance abuse.

c. Dishonesty or Fraud: Employee's commission of, or participation in, any act of fraud, dishonesty, embezzlement, misappropriation, or other act of material misconduct with respect to the Company, its subsidiaries, or any of their respective affiliates.

d. Criminal Conduct: Employee's indictment for, conviction of, or plea of guilty or nolo contendere to, a felony or any crime involving moral turpitude, dishonesty, or theft.

e. Breach of Agreement or Fiduciary Duty: Employee's material breach of this Agreement or any other written agreement with the Company, its subsidiaries, or any of their respective affiliates, or Employee's breach of any fiduciary duty owed to the Company, its subsidiaries, or any of their respective affiliates.

f. Unauthorized Disclosure: Employee's unauthorized use or disclosure of any confidential or proprietary information of the Company, its subsidiaries, or any of their respective affiliates.

For purposes herein, "Good Reason" means there has been, without the consent of Employee, the occurrence of any of the following grounds that has not been cured by the Company within thirty (30) days after written notice to the Company of such purported grounds (which notice must be provided within thirty (30) days following the actual knowledge by Employee of such purported grounds): (i) a material diminution in Employee's Annual Salary; provided, however that a material reduction in the Employee's Annual Salary pursuant to a salary reduction program affecting all or substantially all of the employees of the Company and that does not adversely affect the Employee to a greater extent than other similarly situated employees shall not constitute Good Reason; (ii) a material diminution of Employee's authority, duties, or responsibilities (other than during a suspension or investigation of grounds that may constitute Cause); or (iii) Employee being required to relocate the Employee's primary work location to a facility or location that would increase the Employee's one way commute distance by more than twenty-five miles from the Employee's primary work location as of immediately prior to such change or a change in the Employee's ability to work remotely.

If the Company timely cures the condition giving rise to Good Reason for Employee's resignation, the notice of termination shall become null and void.

4. **RESTRICTIVE COVENANTS**. The Parties agree that the Company, its subsidiaries and their respective affiliates are engaged in a highly competitive industry and would suffer irreparable harm and incur substantial damage if Employee were to enter into competition with the Company and its subsidiaries and affiliates. Therefore, in order for the Company to protect its legitimate business interests, Employee covenants and agrees as follows:

a. Employee shall not, at any time during her employment with the Company and for a period of twenty four (24) months thereafter, anywhere in the United States or any jurisdiction in which the Company and its subsidiaries and affiliates conduct material business operations (the "Restricted Territory), either directly or indirectly: (i) accept employment with or render services to (whether as an agent, servant, owner, partner, consultant, employee, independent contractor, representative, director, officer, or stockholder) any person or entity that is a business competitor of the Company and its subsidiaries and affiliates or entity that competes with the Company and its subsidiaries and affiliates in the field of digital asset treasury public companies, or has at any time during Employee's employment with the Company engaged or attempted to engage in business competition with the Company and its subsidiaries and affiliates, in a position, capacity, or function that is similar, in title or substance, whether in whole or in part, to any position, capacity, or function that Employee held with or in which Employee served the Company; or (ii) invest in any person or entity that is a business competitor of the Company and its subsidiaries and affiliates, or has at any time during Employee's employment with the Company engaged or attempted to engage in business competition with the Company and its subsidiaries and affiliates, except that Employee may own up to one percent (1%) of any outstanding class of securities of any company registered under Section 12 of the Securities Exchange Act of 1934, as amended;

b. Employee shall not, at any time during her employment with the Company and for a period of twelve (12) months thereafter (the "Restricted Period") in the Restricted Territory, for any reason, on her own behalf or on behalf of any other person or entity, by or through any means including but not limited to social media: (i) solicit, invite, induce, cause, or encourage to alter or terminate his, her, or its business relationship with the Company and its subsidiaries and affiliates, any client, customer, supplier, vendor, licensee, licensor, or other person or entity that, at any time during Employee's employment with the Company, had a business relationship with the Company and its subsidiaries and affiliates, or any person or entity whose business the Company and its subsidiaries and affiliates was soliciting or attempting to solicit at the time of Employee's termination, (a) for whom Employee performed services or with whom Employee had contact during her employment with the Company, or whose business Employee was soliciting or attempting to solicit at the time of Employee's termination, and (b) with whom Employee did not have a business relationship prior to her employment with the Company; (ii) solicit, entice, attempt to solicit or entice, or accept business from any such client, customer, supplier, vendor, licensee, licensor, person, or entity; or (iii) interfere or attempt to interfere with any aspect of the business relationship between the Company and its subsidiaries and affiliates and any such client, customer, supplier, vendor, licensee, licensor, person, or entity; and

c. Employee shall not, at any time during the Restricted Period in the Restricted Territory, either directly or indirectly, on her own behalf or on behalf of any other person or entity, by or through any means including but not limited to social media: (i) solicit, invite, induce, cause, or encourage any director, officer, employee, agent, representative, consultant, or contractor of the Company and its subsidiaries and affiliates to alter or terminate his, her, or its employment, relationship, or affiliation with the Company and its subsidiaries and affiliates; (ii) interfere or attempt to interfere with any aspect of the relationship between the Company and its subsidiaries and affiliates and any such director, officer, employee, agent, representative, consultant, or contractor; or (iii) engage, hire, or employ, or cause to be engaged, hired, or employed, in any capacity whatsoever, any such director, officer, employee, agent, representative, consultant, or contractor.

d. Employee covenants and agrees that Employee shall not make any statement, written or verbal, in any forum or media, or take any other action or engage in any conduct that disparages the Company and its subsidiaries and affiliates, their services, products, officers, directors, managers, employees, shareholders, members, investments or agents. The Company and its subsidiaries and affiliates covenant and agree that the Company and its subsidiaries and affiliates shall not make any statement, written or verbal, in any forum or media, or take any other action or engage in any conduct that disparages Employee. Nothing in this Section 4(d) shall prohibit any Person from (A) testifying truthfully in any legal or administrative proceeding or otherwise truthfully responding to any other request for information or testimony to which such Person is legally required to respond; (B) making any truthful statement to the extent necessary to rebut any untrue public statements made by another Person; (C) making any statement or engaging in any conduct that would constitute a permitted disclosure; (D) making any truthful statement as part of or in any arbitration or court proceeding that involves such Person; (E) making any truthful statement or expression of opinion in connection with requests from third parties for employment references or in connection with discussions involving matters of workplace concern, such as performance review, bonus determination, or investigation; or (F) making any truthful statement or expression of opinion in connection with the performance of Employee's duties and responsibilities.

Employee represents, warrants, agrees, and understands that: (i) the covenants and agreements set forth in this Section 4 of the Agreement are reasonable in their geographic scope, temporal duration, and the type and scope of activities they restrict; (ii) the Company's agreement to employ Employee, and a portion of the compensation to be paid to Employee hereunder, are in consideration for such covenants and Employee's continued compliance therewith, and constitute adequate and sufficient consideration for such covenants; (iii) Employee shall not raise any issue of, nor contest or dispute, the reasonableness of the geographic scope, temporal duration, or content of such covenants and agreements in any proceeding to enforce such covenants and agreements; (iv) the enforcement of any remedy under this Agreement will not prevent Employee from earning a livelihood, because Employee's past work history and abilities are such that Employee can reasonably expect to find work in other areas and lines of business; (v) the covenants and agreements set forth in this Section 4 of the Agreement are essential for the Company's and its subsidiaries and affiliates reasonable protection, are designed to protect the Company's and its subsidiaries and affiliates legitimate business interests, and are necessary and implemented for legitimate business reasons; and (vi) in entering into this Agreement, the Company has relied upon Employee's representation that she will comply in full with the covenants and agreements set forth in this Section 4 of the Agreement.

If Employee breaches Section 4(a), 4(b), or 4(c) above, then the period during which that section remains in effect shall be extended by the length of time during which such breach continues.

5. **CONFIDENTIALITY**.

a. **Confidential Information**. Employee acknowledges that during her employment with the Company, and by the nature of Employee's duties and obligations hereunder, Employee will come into close contact with confidential information of the Company and its subsidiaries, affiliates, and/or other related entities, as applicable, including but not limited to: trade secrets, know-how, Intellectual Property (as that term is defined below), business plans, client/customer lists, pricing, sales and marketing information, products, research, algorithms, market intelligence, services, technologies, concepts, methods, sources, methods of doing business, patterns, processes, compounds, formulae, programs, devices, tools, compilations of information, development, manufacturing, purchasing, engineering, computer programs (whether in source code or object code), theories, techniques, procedures, strategies, systems, designs, works of art, the identity of and any information concerning affiliates or customers, or potential customers, information received from others that the Company and its subsidiaries and affiliates are obligated to treat as confidential or proprietary, and any other technical, operating, non-public financial, and other business information that has commercial value, whether relating to the Company or Public Company, their business, potential business, or operations, or the business of any of the Company's and its affiliates, subsidiaries, related entities, clients, customers, suppliers, vendors, licensees, or licensors, that Employee may develop or of which Employee may acquire knowledge during her employment with the Company, or from her colleagues while working for the Company, whether prior to, during, or subsequent to her execution of this Agreement, and all other business affairs, methods, and information not readily available to the public (collectively, "Confidential Information"). Confidential Information does not include: (i) Employee's general skills and experience; (ii) information that was lawfully in Employee's possession prior to her employment with the Company (other than through breach by a third party of any confidentiality obligation to the and its subsidiaries and affiliates); (iii) information that is or becomes publicly available without any direct or indirect act or omission on Employee's part; (iv) information that is required to be disclosed pursuant to any applicable law, regulation, judicial or administrative order or decree, or request by other regulatory organization having authority pursuant to the law; provided, however, that, except as set forth in and subject to Section 5(b) of this Agreement, Employee shall first have given reasonable notice to the Company prior to making such disclosure; or (v) information that is generally known within the industries or trades in which the Company and its subsidiaries and affiliates transact business.

The term “Intellectual Property” means all discoveries, procedures, designs, creations, developments, improvements, methods, techniques, practices, methodologies, data models, databases, scripts, know-how, processes, algorithms, application program interfaces, software programs, software source documents and training manuals, codes, formulae, works of authorship, mask-works, reports, memoranda, ideas, inventions, customer lists, business and/or financial information, and contributions of any kind, whether or not they are patentable, registrable, or protectable under federal or state patent, copyright, or trade secret laws, or similar statutes, or protectable under common-law principles, and regardless of their form or state of development, that are made, conceived, generated, or reduced to practice by Employee, in whole or in part, either alone or jointly with others, or while Employee was serving as an officer, director, employee, or consultant of, or in any other capacity with, the Company. Notwithstanding anything else in this Agreement, and as it used in this Section 5, the term “Intellectual Property” excludes any software program, application program interface, equipment, supplies, resources, facilities, data, products, information, materials, or trade secrets used by the Company and its subsidiaries and affiliates, and which was developed entirely on Employee’s own time, unless said Intellectual Property: (i) relates to the Company’s and its subsidiaries and affiliates business or potential business; or (ii) results from tasks assigned to Employee by the Company or from work performed by Employee for the Company.

Employee acknowledges and agrees that each and every part of the Company’s and its subsidiaries and affiliates Confidential Information: (a) has been developed by the Company and its subsidiaries and affiliates at significant effort and expense; (b) is sufficiently secret to derive economic value from not being generally known to other parties; (c) is proprietary to and a trade secret of the Company and its subsidiaries and affiliates and, as such, is a valuable, special, and unique asset of the Company and its subsidiaries and affiliates; and (d) constitutes a protectable business interest of the Company and its subsidiaries and affiliates. Employee further acknowledges and agrees that any unauthorized use or disclosure of any Confidential Information by Employee will cause irreparable harm and loss to the Company and its subsidiaries and affiliates. Employee acknowledges and agrees that the Company and its subsidiaries and affiliates own the Confidential Information. Employee agrees not to dispute, contest, or deny any such ownership rights either during or after Employee’s employment with the Company.

In recognition of the foregoing, and except as set forth in and subject to Section 5(b) of this Agreement, Employee covenants and agrees as follows:

i. Employee will use Confidential Information only in the performance of her duties and obligations hereunder for the Company. Employee will not use Confidential Information, directly or indirectly, at any time during or after her employment with the Company, for her personal benefit, for the benefit of any other person or entity, or in any manner adverse to the interests of the Company and its subsidiaries and affiliates. Further, Employee will keep secret all Confidential Information and will not make use of, divulge, or otherwise disclose Confidential Information, directly or indirectly, to anyone outside of the Company, except with the Company’s prior written consent;

ii. Employee will take all necessary and reasonable steps to protect Confidential Information from being disclosed to anyone within the Company who does not have a need to know the information and to anyone outside of the Company, except with the Company's prior written consent;

iii. Employee shall not at any time remove, copy, download, or transmit any information from the Company and its subsidiaries and affiliates during the term of this Agreement, except for the benefit of the Company and in accordance with this Agreement and the Company's policies; and

iv. Promptly upon Employee's termination, and in any event no later than three (3) business days after Employee's employment with the Company ceases, Employee shall return to the Company and its subsidiaries and affiliates any and all Confidential Information in her possession, custody, or control, including but not limited to all memoranda, notes, records, plans, reports, forecast, marketing information, financial records and information, employee or contractor records and files, client lists, training materials, trade secrets, and all other documents (and all copies thereof), whether in electronic or hard copy form, which Employee obtained while employed by the Company or otherwise serving or acting on behalf of the Company, or which Employee may then possess or have under Employee's control.

b. **Duration of Covenant**. Employee acknowledges and agrees that her obligations under this Section 5 of the Agreement shall remain in effect forever.

Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or shall interfere with, abridge, limit, restrain, or restrict Employee's (or her attorney's) right, without prior authorization from or notification to the Company: (i) to engage in any activity or conduct or any provision of the National Labor Relations Act (and, in fact, this Section 5 of the Agreement shall not apply to, among other things, any discussion of company wages, hours, and working conditions as protected by the National Labor Relations Act and/or any other applicable federal, state, or local law); (ii) to communicate with any federal, state, or local government agency charged with the enforcement and/or investigation of claims of discrimination, harassment, retaliation, improper wage payments, or any other unlawful employment practices under federal, state, or local law, or to file a charge, claim, or complaint with, or participate in or cooperate with any investigation or proceeding conducted by, any such agency; (iii) to report possible violations of federal, state, or local law or regulation to any government agency or entity, including but not limited, to the extent applicable, to the U.S. Department of Labor, the Department of Justice, the Securities and Exchange Commission (the "SEC"), the Congress, and/or any agency Inspector General, or make other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation; or (iv) to communicate directly with, respond to any inquiry from, or provide testimony before, to the extent applicable, the SEC, the Financial Industry Regulatory Authority, any other self-regulatory organization, or any other federal, state, or local regulatory authority, regarding this Agreement or its underlying facts or circumstances.

In addition, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, in the event that Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose the trade secret to her attorney and use the trade secret information in the court proceeding, if Employee: (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

To the extent that this Agreement conflicts with the federal Speak Out Act (Public Law No: 117-224), said act shall control and supersede the conflicting portion of this Agreement.

c. **Retention of All Other Rights**. Employee's obligations under this Section 5 of the Agreement are in addition to, and not in place or lieu of, any other statutory or common law obligations that Employee may have with regard to the maintenance, preservation, protection, use, and/or disclosure of Confidential Information, and the Company specifically reserves all rights it may have against Employee should Employee violate any such statutory or common law obligations.

6. **INJUNCTIVE RELIEF**. Employee agrees that it would be difficult to measure any damages caused to the Company and its subsidiaries and affiliates which might result from any breach by Employee of the covenants and agreements set forth in Sections 4 and 5 of this Agreement, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, and notwithstanding any other provision of this Agreement, Employee agrees that if Employee breaches, or the Company and its subsidiaries and affiliates reasonably believe that Employee is likely to breach, Sections 4 or 5 of this Agreement, the Company and its subsidiaries and affiliates shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach, without showing or proving any actual damage to the Company and its subsidiaries and affiliates. Any award or relief to the Company and its subsidiaries and affiliates may, in the discretion of the court, include the Company's and its subsidiaries and affiliates costs and expenses of enforcement (including reasonable attorneys' fees, court costs, and expenses). Nothing contained in this Section 6 of the Agreement or in any other provision of the Agreement shall restrict or limit in any manner the Company's and its subsidiaries and affiliates right to seek and obtain any form of relief, legal or equitable, and shall not waive the Company's and its subsidiaries and affiliates right to any other relief related to any dispute arising out of this Agreement or related to Employee's employment with the Company.

7. **NOTICES**. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been given (i) when delivered personally or by hand (with written confirmation of receipt); (ii) if sent by a nationally-recognized overnight courier, on the date received by the addressee (with written confirmation of receipt); or (iii) on the date sent by electronic mail or facsimile (with confirmation of transmission), to the recipient(s) and address(es) specified below (or to such other recipient and/or address as either Party may, from time to time, designate in writing in accordance with the terms and conditions of this Agreement).

8. **LEGAL REPRESENTATION**. Employee acknowledges that she was advised to consult with, and has had ample opportunity to receive the advice of, independent legal counsel before executing this Agreement – and the Company hereby advises Employee to do so – and that Employee has fully exercised that opportunity to the extent she desired. Employee acknowledges that she had ample opportunity to consider this Agreement and to receive an explanation from such legal counsel of the legal nature, effect, ramifications, and consequences of this Agreement. Employee warrants that she has carefully read this Agreement, that she understands completely its contents, that she understands the significance, nature, effect, and consequences of signing it, and that she has agreed to and signed this Agreement knowingly and voluntarily of her own free will, act, and deed, and for full and sufficient consideration.

9. **ENTIRE AGREEMENT; AMENDMENT**. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior agreements and understandings, whether oral or written, with respect to the same. In entering into and performing under this Agreement, neither the Company nor Employee has relied upon any promises, representations, or statements except as expressly set forth herein. No modification, alteration, amendment, revision of, or supplement to this Agreement shall be valid or effective unless the same is memorialized in a writing signed by both by Employee and a duly-authorized representative or agent of the Company. Neither e-mail correspondence, text messages, nor any other electronic communications constitutes a writing for purposes of this Section 9 of the Agreement.

10. **GOVERNING LAW**. This Agreement shall in all respects be interpreted, enforced, and governed by and in accordance with the internal substantive laws (and not the laws of choice or conflict of laws) of the State of Nevada. Each of the Parties hereto submits to the jurisdiction of the federal and state courts of Nevada in any action or proceeding arising out of or relating to this Agreement.

11. **ASSIGNMENT**. This Agreement shall not be assignable by Employee, but shall be binding upon Employee and upon her heirs, administrators, representatives, executors, and successors. This Agreement shall be freely assignable by the Company without restriction and, without limitation of the foregoing, shall be deemed automatically assigned by the Company with Employee's consent in the event of any sale, merger, share exchange, consolidation, or other business reorganization. This Agreement shall inure to the benefit of the Company and its successors and assigns.

12. **SEVERABILITY**. If one or more of the provisions of this Agreement is deemed void by law, then the remaining provisions shall continue with full force and effect and, if legally permitted, such offending provision or provisions shall be replaced with an enforceable provision or enforceable provisions that as nearly as possible effects the Parties' intent. Without limiting the generality of the foregoing, the Parties hereby expressly state their intent that, to the extent any provision of this Agreement is deemed unenforceable due to the scope, whether geographic, temporal, or otherwise, being deemed excessive, unreasonable, and/or overbroad, the court, person, or entity rendering such opinion regarding the scope shall modify such provision(s), or shall direct or permit the Parties to modify such provision(s), to the minimum extent necessary to cause such provision(s) to be enforceable.

13. **SURVIVAL**. Upon the termination or expiration of this Agreement, the entire Agreement shall survive such termination or expiration, and shall continue, with full force and effect, in accordance with their respective terms and conditions.

14. **WAIVER**. The failure of either Party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any rights, and the obligations of the Party with respect to such future performance shall continue with full force and effect. No waiver of any such right will have effect unless given in a writing signed by the Party against whom the waiver is to be enforced.

15. **COMPLIANCE WITH SECTION 409A OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED ("SECTION 409A").**

a. It is the intention of the Parties that all payments and benefits under this Agreement (and any amendment hereto) shall be made and provided in a manner that is either exempt from or compliant with Section 409A of the Internal Revenue Code and the rules, regulations and notices thereunder ("Code Section 409A"). Any ambiguity in this Agreement (or any amendment hereto) shall be interpreted to comply with the above. Employee acknowledges that the Company has made no representations and makes no guarantee as to the treatment of the compensation and benefits provided hereunder and Employee has been advised to obtain her own tax advice, and further, Employees agrees that the Company and the Company's officers, employees, agents, equity holders, successors, affiliates and representatives shall have no liability for any of the payments or benefits under this Agreement or any other arrangement failing to be exempt from or to comply with Code Section 409A. Each amount or benefit payable pursuant to this Agreement (and any amendment hereto) shall be a separate payment for purposes of Code Section 409A. For all purposes of this Agreement, any iteration of the word "termination" (e.g., "terminated") with respect to Employee's employment shall mean a separation from service within the meaning of Code Section 409A. Without limiting the generality of the foregoing, for purposes of this Agreement, Employee shall be considered to have a termination of employment only if such termination is a "separation from service" within the meaning of Code Section 409A. If a Release Consideration Expiration Date could occur in a subsequent tax year, none of the payments set forth in Section 3(b) herein shall commence earlier than the second taxable year.

b. To the extent that the reimbursement of any benefits or the provision of any in-kind kind benefits pursuant to this Agreement is subject to Code Section 409A: (a) the amount of such expenses eligible for reimbursement, or in-kind benefits to be provided hereunder during any calendar year shall not affect the amount of such expenses eligible for reimbursement or in-kind benefits to be provided hereunder in any other calendar year; (b) all such expenses eligible for reimbursement hereunder shall be paid to the Employee no later than December 31st of the calendar year following the calendar year in which such expenses were incurred; and (c) Employee's right to receive any such reimbursements or in-kind benefits shall not be subject to liquidation or exchange for any other benefits.

c. Notwithstanding anything in this Agreement to the contrary, in the event the stock of the Company (or its successor) is publicly traded on an established securities market or otherwise and the Employee is a "specified employee" (as determined under the Company's administrative procedure for such determinations, in accordance with Code Section 409A) at the time of Employee's termination of employment, any payments under this Agreement that are deemed to be deferred compensation subject to Code Section 409A and payable in connection with a separation from service shall not be paid or begin payment until the earlier of (a) Employee's death or (b) the first day following the six (6) month anniversary of the Termination Date. If the payment of any amounts under this Agreement are delayed as a result of the previous sentence, on the first day following the end of the six (6) month period, the Company shall pay Employee a lump sum amount equal to the cumulative amounts that would have otherwise been previously paid to Employee under this Agreement during such six (6) month period, without interest thereon. To the extent permitted under Code Section 409A, any separate payment or benefits under this Agreement or otherwise shall not be "deferred compensation" subject to Code Section 409A and the six-month delay provided in this subsection, to the extent provided in the exceptions in Treasury Regulation Section 1.409A-1(b)(4) and (b)(9) and any other applicable exception or provision under Code Section 409A.

16. **280G**.

a. To the extent that any payment, benefit or distribution of any type to or for the benefit of the Employee by the Company or any of its affiliates, whether paid or payable, provided or to be provided, or distributed or distributable pursuant to the terms of this Agreement or otherwise (including, without limitation, any accelerated vesting of equity or equity-based awards) (collectively, the "Total Payments") would be subject to the excise tax imposed under Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), then the Total Payments shall be reduced (but not below zero) so that the maximum amount of the Total Payments (after reduction) shall be one dollar ($1.00) less than the amount which would cause the Total Payments to be subject to the excise tax imposed by Section 4999 of the Code, but only if the Total Payments so reduced result in Employee receiving a net after tax amount that exceeds the net after tax amount Employee would receive if the Total Payments were not reduced and were instead subject to the excise tax imposed on excess parachute payments by Section 4999 of the Code.

b. If a reduction in the Total Payments is required by the foregoing provisions of this Section, the reduction shall occur in the following order: (i) reduction of cash payments for which the full amount is treated as a parachute payment; (ii) cancellation of accelerated vesting (or, if necessary, payment) of cash awards for which the full amount is not treated as a parachute payment; (iii) cancellation of any accelerated vesting of equity awards; and (iv) reduction of any continued employee benefits. In selecting the equity awards (if any), for which vesting will be reduced under clause (iii) of the preceding sentence, awards shall be selected in a manner that maximizes the after-tax aggregate amount of the Total Payments, provided that if (and only if) necessary in order to avoid the imposition of an additional tax under Section 409A of the Code, awards instead shall be selected in the reverse order of the date of grant.

17. **TAXES**. The Parties acknowledge and agree that the Company may withhold from any amounts payable under this Agreement such federal, state, local, and foreign taxes and withholdings as may be required to be withheld pursuant to any applicable law, rule, or regulation.

18. **SECTION HEADINGS**. The section headings used in this Agreement are included solely for convenience, and shall not affect, or be used in connection with, the interpretation of this Agreement. Any reference to any gender in this Agreement shall include, where appropriate, any other gender.

19. **INDEMNIFICATION**.

a. To the fullest extent permitted by the Company's Articles of Incorporation, as amended, bylaws, as amended and applicable law, the Company shall indemnify, defend and hold Employee harmless from and against any and all Claims, liabilities, obligations, losses, damages or Expenses if Employee becomes a party to or participant in, or is threatened to be made a party to or participant in, any Claim by reason of or arising in part out of any event or occurrence, whether occurring before, on or after the date of this Agreement, related to the fact that Employee is or was an officer, employee or agent of the Company or any affiliate of the Company, or is or was serving at the request of the Company as a director, officer, employee, member, manager, trustee or agent of any other corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise or by reason of any action or inaction by Employee in any such capacity (whether or not serving in such capacity at the time any Loss is incurred for which indemnification can be provided under this Section 19), including, without limitation, Claims brought by or in the right of the Company, Claims brought by third parties, and Claims in which the Employee is solely a witness, provided, however, that the Company shall have no such indemnification obligation, or duty to defend or hold harmless, if a judgment or other final adjudication adverse to Employee establishes that the acts of Employee were the result of active and deliberate unlawful conduct. For purposes of this Section 19: (x) "Claim" means (i) any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, arbitrative, investigative or other, and whether made pursuant to federal, state or other law; or (ii) any inquiry, hearing or investigation that Employee determines might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism, and (b) "Expenses" means any and all reasonable expenses, including reasonable attorneys' and experts' fees, court costs, transcript costs and travel expenses incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness or participate in, any Claim, or in connection with any appeal resulting from any Claim. Any and all Expenses paid or incurred by Employee in connection with any Claim for which the Company is obligated to indemnify Employee under Section 19(a) above, shall be paid by Company in advance, subject to Company's right to seek repayment from Employee if a judgment or other final adjudication establishes that Employee was not entitled to indemnification.

20. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written; provided, however, that the signatures will be held in escrow until the Board (or its compensation committee) approves the Agreement immediately following the completion of the Closing.

EMPLOYEE:

By: /s/ Veronika Kapustina
Veronika Kapustina

VERB TECHNOLOGY COMPANY, INC.

By: /s/ Rory J. Cutaia
Rory J. Cutaia

Exhibit 10.3

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is effective immediately on August 7, 2025 (the "Closing", or the "Effective Date"), and is entered into by and between Verb Technology Company, Inc. or its successor (the "Company"), and Sarah Olsen ("Employee") (collectively with the Company, the "Parties"; each of the Parties referred to individually as a "Party").

WHEREAS, the Company desires to employ Employee in accordance with the terms and conditions set forth below; and

WHEREAS, Employee desires to be employed by the Company in accordance with the terms and conditions set forth below.

NOW, THEREFORE, immediately following the Closing, Employee will become an employee of the Company.

1. **EMPLOYMENT**.

a. **Title**. The Company hereby agrees to employ Employee, and Employee hereby accepts such employment, as Chief Financial Officer (CFO) & Chief Operating Officer (COO) of the Company, reporting to the Executive Chairmen of the Board of Directors of the Company (the "Board").

b. **Employment Period**. Employee's employment with the Company shall commence on the Effective Date. This Agreement shall be effective as of the Effective Date and shall continue until terminated in accordance with the terms of this Agreement.

c. **Principal Place of Employment**. Employee's principal place of employment shall be Key Biscayne, Florida; provided, however, that it is understood that travel may be necessary to fulfill Employee's duties hereunder.

d. **At Will Relationship**. Employee's employment with the Company shall commence as of the Effective Date. Employee's employment shall be considered "at will" in nature and, accordingly, either the Company or Employee may terminate this Agreement and Employee's employment at any time and for any reason, with or without Cause or prior notice. Nothing in this Agreement, including but not limited to Section 3 hereof, shall be construed as, or shall interfere with, abridge, limit, modify, or amend the "at will" nature of Employee's employment with Company. Except as set forth in Section 3 of this Agreement, upon Employee's separation from employment with the Company (for any reason), all compensation and benefits payable or provided to Employee shall, except as required by applicable law, terminate as of the effective date of Employee's termination (the "Termination Date").

e. **Duties and Responsibilities**. During Employee's employment with the Company, Employee shall at all times: (i) comply with the terms and conditions set forth in this Agreement; (ii) perform and carry out such responsibilities, duties, and authorities as the Company may direct, designate, request of, or assign to Employee from time to time, which shall include, but not necessarily be limited to, such duties, responsibilities and authorities that are typically performed by and assigned to employees in similar positions within similar companies; (iii) perform the duties and carry out the responsibilities assigned to her by the Company to the best of her ability, in a trustworthy, business-like, and efficient manner for the purpose of advancing the business and interests of the Company; (iv) devote sufficient time, attention, effort, and skill to her position with and the business of the Company; (v) comply with and abide by the Company's policies, practices, and procedures (as may be amended or otherwise modified from time to time by the Company); and (vi) comply with all laws, rules, regulations, and licensing requirements of, or that may be applicable to, her employment with the Company.

In the event that any term(s) of this Agreement conflicts with a term(s) of any employee handbook, policy, practice, or procedure adopted or maintained, at any time, by the Company, the term(s) of this Agreement shall control and supersede such conflicting term(s).

f. **No Conflicts**. Employee represents and warrants that she is not bound by or subject to any written or oral agreement, pact, covenant, or understanding with any previous or concurrent employer, or any other party, that would limit, abridge, restrict, or interfere with, in any way, her ability to perform her duties and obligations hereunder. Employee further represents and warrants that the performance of her duties and obligations hereunder shall not violate any written or oral agreement, pact, covenant, or understanding by and between her and any previous or concurrent employer, or any other party. Employee further represents and warrants that she will not use any trade secret, or confidential or proprietary information, of any of her previous or concurrent employers, or that was obtained, learned, or procured during any period of employment prior to or concurrent with her employment with the Company, in connection with her employment with the Company or in the performance of her duties and obligations hereunder.

2. **COMPENSATION AND BENEFITS**. Subject to the terms and conditions of Sections 1 and 3 of this Agreement and Employee's continued employment with the Company, and in consideration for the services to be provided hereunder by Employee, the Company hereby agrees to pay or otherwise provide Employee with the following compensation and benefits during her employment with the Company:

a. **Annual Salary**. The Company shall pay Employee a base salary equal to $850,000 per year (as it may be adjusted from time to time, the "Annual Salary"), less applicable taxes, withholdings, and deductions, and any other deductions that may be authorized by Employee, from time to time, in accordance with applicable federal, state, and/or local law. The Annual Salary shall be payable in accordance with the Company's standard payroll practices and procedures, as in effect from time to time. Employee acknowledges and understands that her position of employment with the Company is considered "exempt," as that term is defined under the Fair Labor Standards Act and applicable state or local law. As an exempt employee, Employee is not eligible to receive overtime pay.

Notwithstanding the foregoing, the Annual Salary may be reviewed by the Company from time to time and may be subject to upward or downward adjustment, in the Company's sole discretion, based upon a review and consideration of various factors, including but not limited to Employee's performance and/or the Company's overall financial performance.

b. **Initial Equity Award**. Following completion of the Closing and at a time determined by the Board, such time not to exceed 90 days from the Effective Date, Employee shall receive a grant of time-based restricted stock units under the 2019 Stock and Incentive Compensation Plan (the "Plan") in an amount equal to one-percent (1%) of the shares of common stock of the Company on a fully diluted basis as of the Effective Date, subject to approval by the Board (or its compensation committee) (the "Initial Equity Award"), such approval not to be unreasonably withheld, with the actual number of shares of common stock of the Company underlying the Initial Equity Award to be calculated in good faith by the Board. One fourth (25%) of the Initial Equity Award shall vest on the one-year anniversary of the Effective Date and one thirty-sixth of the remaining Initial Equity Award shall vest on each monthly anniversary thereafter, subject to Employee continuing to be employed by the Company through each such date. The Equity Awards shall be subject to other customary terms to be set forth in the corresponding award agreement and the Plan. For the avoidance of doubt, the Initial Equity Award shall not be granted to Employee unless and until the Closing is consummated. While the parties acknowledge that the Initial Equity Award must be approved by the Board (or its compensation committee) in accordance with the Plan, the Company's obligation to cause such approval and issue the award on the terms described herein is nevertheless a binding contractual commitment on the Company.

c. **Secondary Equity Award**. Following the completion of the Closing and at a time determined by the Board, such time not to exceed 90 days from the Effective Date, Employee shall receive a grant of performance-based restricted stock units under the Plan in an amount equal to one-percent (1%) of the shares of common stock of the Company on a fully diluted basis as of the Effective Date, subject to approval by the Board (or its compensation committee) (the "Secondary Equity Award"), such approval not to be unreasonably withheld, with the actual number of shares of common stock of the Company underlying the Secondary Equity Award to be calculated in good faith by the Board. The Secondary Equity Award shall vest on a quarterly basis over forty-eight (48) months beginning on the Effective Date, each quarterly tranche (i) performance-vest as to one-sixteenth (1/16) of the overall Secondary Equity Award, with threshold performance measured at 1.4x of a multiple of market capitalization of the Company over NAV and maximum performance at 1.8x of a multiple of market capitalization of the Company over NAV, with straight-line interpolation between threshold and maximum performance levels (0%-100% of the applicable quarterly tranche), all as calculated by the Board (or its compensation committee) in good faith, and (ii) time-vest subject to Employee's continued employment through the end of the applicable quarter. For the avoidance of doubt, in order for the Secondary Equity Award to vest, both the time and performance-based vesting conditions must be satisfied as to each quarterly tranche. The Secondary Equity Awards shall be subject to other customary terms to be set forth in the corresponding award agreement and the Plan. For the avoidance of doubt, the Secondary Equity Award shall not be granted to Employee unless and until the Closing is consummated. For purposes herein, "NAV" shall mean the net asset value of the Company, and shall be calculated by the Board; provided however that the NAV shall be consistent with the Company's public filings. While the parties acknowledge that the Secondary Equity Award must be approved by the Board (or its compensation committee) in accordance with the Plan, the Company's obligation to cause such approval and issue the award on the terms described herein is nevertheless a binding contractual commitment on the Company.

d. **Annual Performance Award**. Following completion of the Closing, Employee shall be eligible for a performance-based cash bonus, in an amount determined by the Board, subject to approval by the Board in its sole and absolute discretion (the "Annual Bonus"), based upon achievement of performance criteria established by the Company, which generally shall include Company performance, Employee's individual performance and such other general or specific criteria determined by the Board in its discretion. The target level of such Annual Bonus is one hundred percent (100%) of Annual Salary. Such Annual Bonus will be payable in the form of a lump sum cash payment no later than March 15th of the calendar year that immediately follows the calendar year to which the Annual Bonus relates. In order for Employee to be eligible to receive the Annual Bonus pursuant to this Section 2(d), Employee must remain continuously employed by the Company through the payment date to which such Annual Bonus relates.

e. **One-Time Performance Bonus**. Following completion of the Closing, Employee shall be eligible to receive a one-time performance bonus with a total value of $1,500,000 (the "One-Time Performance Bonus"). The One-Time Performance Bonus will be paid in two tranches, with each tranche payment delivered as 50% cash (less applicable taxes, withholdings, and deductions, and any other deductions that may be authorized by Employee, from time to time, in accordance with applicable federal, state, and/or local law) ("Tranche 1 Award") and 50% in restricted stock units (i.e., $750,000 worth of restricted stock units) of the Company under the Plan ("Tranche 2 Award"), subject to approval of the Board (or its compensation committee), such approval not to be unreasonably withheld. The Tranche 1 Award shall be earned upon the later of (x) Closing and (y) effectiveness of this Agreement, and will be paid to Employee within thirty (30) days following satisfaction of the aforementioned condition, subject in all cases to Employee's continued employment with the Company through the date of payment. The Tranche 2 Award shall vest on the six (6) month anniversary following the successful and timely filing of the Company's first quarterly report (Form 10-Q) with the U.S. Securities and Exchange Commission following the Closing, such filing not to be unreasonably delayed. Tranche 2 Award shall be subject to the Plan, with the actual number of shares of common stock of the Company underlying the Tranche 2 Award to be calculated in good faith by the Board as of the date of grant. For the avoidance of doubt, One-Time Performance Bonus shall not be granted to Employee unless and until the Closing is consummated. For purposes herein, "PIPE Financing" means the offer, sale and issuance of the Company's common stock in a private placement offering pursuant to a certain Subscription Agreement between and among the Company, certain of its subsidiaries, and investors, to be entered into on or about August 1, 2025. While the parties acknowledge that the Tranche 2 Award must be approved by the Board (or its compensation committee) in accordance with the Plan, the Company's obligation to cause such approval and issue the award on the terms described herein is nevertheless a binding contractual commitment on the Company.

f. **Benefit Plans**. Employee shall be entitled to participate in any and all medical insurance, group health, disability insurance, life insurance, incentive, savings, retirement, and other benefit plans, if any, which are made generally available to similarly-situated employees of the Company (and subject to eligibility requirements, enrollment criteria, and other terms and conditions of such plans), and which the Company (or any affiliate maintaining any such arrangement), in its sole discretion, may at any time amend, modify, or terminate, subject to the terms and conditions of such plans and applicable federal, state, or local law.

g. **Vacation and Sick Leave**. Employee shall be entitled to vacation and sick leave in accordance with the Company's respective vacation and sick leave policies, as in effect from time to time.

h. **Expenses**. Employee shall be entitled to reimbursement for all reasonable expenses that she incurs in connection with the performance of her duties and obligations hereunder. Upon presentment by Employee of appropriate and sufficient documentation, as determined in the Company's sole discretion, the Company shall reimburse Employee for all such expenses in accordance with the Company's expense reimbursement policy, as in effect from time to time.

3. **EFFECT OF TERMINATION**. Employee's employment may be terminated by the Company for Cause (as defined below) or without Cause or by resignation for any reason. In the event of any such termination, Employee shall only be entitled to the following:

a. Termination of Employment for Any Reason, Resignation by the Employee other than for Good Reason, or Termination by the Company for Cause. If Employee's employment is terminated for any reason, is terminated by the Company for Cause or Employee resigns from his employment for any reason other than Good Reason (defined below), then in full satisfaction of the Company's obligations under this Agreement, Employee shall be entitled to receive (i) any vacation accrued but unused as of the Termination Date, subject to the Company's policies regarding vacation pay, and (ii) any Annual Salary earned but unpaid as of the Termination Date (the "Accrued Obligations").

b. Termination by the Company without Cause or Resignation by Employee for Good Reason within 18 months following the Effective Date. If Employee's employment is terminated by the Company without Cause or the Employee resigns for Good Reason within eighteen (18) months following the Effective Date, subject to the Employee timely executing and not revoking a general release of all claims against the Company, its subsidiaries, and any of their respective affiliates in a form to be provided to Employee from the Company (a "Release") and the expiration of any applicable revocation period with respect to the Release within forty-five (45) days after the Employee's Termination Date (the last day of the maximum period of time that the Release can be executed and no longer revocable, the "Release Consideration Expiration Date", and the actual date in which the Release is fully effective and no longer revocable, the "Release Effective Date"), then in full satisfaction of the Company's obligations under this Agreement, Employee shall be entitled to receive: (i) an amount equal to twelve (12) months of then-current Annual Salary, as of the Termination Date, which shall be paid, in equal monthly installments in accordance with the Company's general payroll practices, with the first installment to be paid on the first payroll date following the effective date of the Release (the "Severance Payment Commencement Date"), with any such payments that would have otherwise been made to Employee following their Termination Date but prior to the Release Effective Date to be paid on the Severance Payment Commencement Date; (ii) an amount equal to a prorated portion of Employee's Annual Bonus up to and including the Termination Date, prorated on a daily basis, for the calendar year in which the Termination Date occurs; and (iii) continued time-vesting of any unvested portion of the Initial Equity Award for twelve (12) months following the Employee's Termination Date.

For purposes herein, “Cause” shall mean the occurrence of any one or more of the following events, as determined in the sole discretion of the Company:

a. Willful Misconduct or Gross Negligence: Employee’s willful misconduct, gross negligence, or material failure to perform the duties and responsibilities of their position (other than as a result of physical or mental incapacity), after written notice from the Company and a 30-day opportunity to cure, if curable.

b. Violation of Policies: Employee’s material violation of any written policy, code of conduct, or procedure of the Company, its subsidiaries, or any of their respective affiliates, including but not limited to those relating to harassment, discrimination, workplace safety, or substance abuse.

c. Dishonesty or Fraud: Employee’s commission of, or participation in, any act of fraud, dishonesty, embezzlement, misappropriation, or other act of material misconduct with respect to the Company, its subsidiaries, or any of their respective affiliates.

d. Criminal Conduct: Employee’s indictment for, conviction of, or plea of guilty or nolo contendere to, a felony or any crime involving moral turpitude, dishonesty, or theft.

e. Breach of Agreement or Fiduciary Duty: Employee’s material breach of this Agreement or any other written agreement with the Company, its subsidiaries, or any of their respective affiliates, or Employee’s breach of any fiduciary duty owed to the Company, its subsidiaries, or any of their respective affiliates.

f. Unauthorized Disclosure: Employee’s unauthorized use or disclosure of any confidential or proprietary information of the Company, its subsidiaries, or any of their respective affiliates.

For purposes herein, "Good Reason" means there has been, without the consent of Employee, the occurrence of any of the following grounds that has not been cured by the Company within thirty (30) days after written notice to the Company of such purported grounds (which notice must be provided within thirty (30) days following the actual knowledge by Employee of such purported grounds): (i) a material diminution in Employee's Annual Salary; provided, however that a material reduction in the Employee's Annual Salary pursuant to a salary reduction program affecting all or substantially all of the employees of the Company and that does not adversely affect the Employee to a greater extent than other similarly situated employees shall not constitute Good Reason; (ii) a material diminution of Employee's authority, duties, or responsibilities (other than during a suspension or investigation of grounds that may constitute Cause); or (iii) Employee being required to relocate the Employee's primary work location to a facility or location that would increase the Employee's one way commute distance by more than twenty-five miles from the Employee's primary work location as of immediately prior to such change.

If the Company timely cures the condition giving rise to Good Reason for Employee's resignation, the notice of termination shall become null and void.

4. **RESTRICTIVE COVENANTS**. The Parties agree that the Company, its subsidiaries and their respective affiliates are engaged in a highly competitive industry and would suffer irreparable harm and incur substantial damage if Employee were to enter into competition with the Company and its subsidiaries and affiliates. Therefore, in order for the Company to protect its legitimate business interests, Employee covenants and agrees as follows:

a. Employee shall not, at any time during her employment with the Company and for a period of twenty four (24) months thereafter, anywhere in the United States or any jurisdiction in which the Company and its subsidiaries and affiliates conduct material business operations (the "Restricted Territory), either directly or indirectly: (i) accept employment with or render services to (whether as an agent, servant, owner, partner, consultant, employee, independent contractor, representative, director, officer, or stockholder) any person or entity that is a business competitor of the Company and its subsidiaries and affiliates or entity that competes with the Company and its subsidiaries and affiliates in the field of digital asset treasury public companies, or has at any time during Employee's employment with the Company engaged or attempted to engage in business competition with the Company and its subsidiaries and affiliates, in a position, capacity, or function that is similar, in title or substance, whether in whole or in part, to any position, capacity, or function that Employee held with or in which Employee served the Company; or (ii) invest in any person or entity that is a business competitor of the Company and its subsidiaries and affiliates, or has at any time during Employee's employment with the Company engaged or attempted to engage in business competition with the Company and its subsidiaries and affiliates, except that Employee may own up to one percent (1%) of any outstanding class of securities of any company registered under Section 12 of the Securities Exchange Act of 1934, as amended;

b. Employee shall not, at any time during her employment with the Company and for a period of twelve (12) months thereafter (the "Restricted Period") in the Restricted Territory, for any reason, on her own behalf or on behalf of any other person or entity, by or through any means including but not limited to social media: (i) solicit, invite, induce, cause, or encourage to alter or terminate his, her, or its business relationship with the Company and its subsidiaries and affiliates, any client, customer, supplier, vendor, licensee, licensor, or other person or entity that, at any time during Employee's employment with the Company, had a business relationship with the Company and its subsidiaries and affiliates, or any person or entity whose business the Company and its subsidiaries and affiliates was soliciting or attempting to solicit at the time of Employee's termination, (a) for whom Employee performed services or with whom Employee had contact during her employment with the Company, or whose business Employee was soliciting or attempting to solicit at the time of Employee's termination, and (b) with whom Employee did not have a business relationship prior to her employment with the Company; (ii) solicit, entice, attempt to solicit or entice, or accept business from any such client, customer, supplier, vendor, licensee, licensor, person, or entity; or (iii) interfere or attempt to interfere with any aspect of the business relationship between the Company and its subsidiaries and affiliates and any such client, customer, supplier, vendor, licensee, licensor, person, or entity; and

c. Employee shall not, at any time during the Restricted Period in the Restricted Territory, either directly or indirectly, on her own behalf or on behalf of any other person or entity, by or through any means including but not limited to social media: (i) solicit, invite, induce, cause, or encourage any director, officer, employee, agent, representative, consultant, or contractor of the Company and its subsidiaries and affiliates to alter or terminate his, her, or its employment, relationship, or affiliation with the Company and its subsidiaries and affiliates; (ii) interfere or attempt to interfere with any aspect of the relationship between the Company and its subsidiaries and affiliates and any such director, officer, employee, agent, representative, consultant, or contractor; or (iii) engage, hire, or employ, or cause to be engaged, hired, or employed, in any capacity whatsoever, any such director, officer, employee, agent, representative, consultant, or contractor.

d. Employee covenants and agrees that Employee shall not make any statement, written or verbal, in any forum or media, or take any other action or engage in any conduct that disparages the Company and its subsidiaries and affiliates, their services, products, officers, directors, managers, employees, shareholders, members, investments or agents. The Company and its subsidiaries and affiliates covenant and agree that the Company and its subsidiaries and affiliates shall not make any statement, written or verbal, in any forum or media, or take any other action or engage in any conduct that disparages Employee. Nothing in this Section 4(d) shall prohibit any Person from (A) testifying truthfully in any legal or administrative proceeding or otherwise truthfully responding to any other request for information or testimony to which such Person is legally required to respond; (B) making any truthful statement to the extent necessary to rebut any untrue public statements made by another Person; (C) making any statement or engaging in any conduct that would constitute a permitted disclosure; (D) making any truthful statement as part of or in any arbitration or court proceeding that involves such Person; or (E) making any truthful statement or expression of opinion in connection with requests from third parties for employment references or in connection with discussions involving matters of workplace concern, such as performance review, bonus determination, or investigation.

Employee represents, warrants, agrees, and understands that: (i) the covenants and agreements set forth in this Section 4 of the Agreement are reasonable in their geographic scope, temporal duration, and the type and scope of activities they restrict; (ii) the Company's agreement to employ Employee, and a portion of the compensation to be paid to Employee hereunder, are in consideration for such covenants and Employee's continued compliance therewith, and constitute adequate and sufficient consideration for such covenants; (iii) Employee shall not raise any issue of, nor contest or dispute, the reasonableness of the geographic scope, temporal duration, or content of such covenants and agreements in any proceeding to enforce such covenants and agreements; (iv) the enforcement of any remedy under this Agreement will not prevent Employee from earning a livelihood, because Employee's past work history and abilities are such that Employee can reasonably expect to find work in other areas and lines of business; (v) the covenants and agreements set forth in this Section 4 of the Agreement are essential for the Company's and its subsidiaries and affiliates reasonable protection, are designed to protect the Company's and its subsidiaries and affiliates legitimate business interests, and are necessary and implemented for legitimate business reasons; and (vi) in entering into this Agreement, the Company has relied upon Employee's representation that she will comply in full with the covenants and agreements set forth in this Section 4 of the Agreement.

If Employee breaches Section 4(a), 4(b), or 4(c) above, then the period during which that section remains in effect shall be extended by the length of time during which such breach continues.

5. **CONFIDENTIALITY**.

a. **Confidential Information**. Employee acknowledges that during her employment with the Company, and by the nature of Employee's duties and obligations hereunder, Employee will come into close contact with confidential information of the Company and its subsidiaries, affiliates, and/or other related entities, as applicable, including but not limited to: trade secrets, know-how, Intellectual Property (as that term is defined below), business plans, client/customer lists, pricing, sales and marketing information, products, research, algorithms, market intelligence, services, technologies, concepts, methods, sources, methods of doing business, patterns, processes, compounds, formulae, programs, devices, tools, compilations of information, development, manufacturing, purchasing, engineering, computer programs (whether in source code or object code), theories, techniques, procedures, strategies, systems, designs, works of art, the identity of and any information concerning affiliates or customers, or potential customers, information received from others that the Company and its subsidiaries and affiliates are obligated to treat as confidential or proprietary, and any other technical, operating, non-public financial, and other business information that has commercial value, whether relating to the Company or Public Company, their business, potential business, or operations, or the business of any of the Company's and its affiliates, subsidiaries, related entities, clients, customers, suppliers, vendors, licensees, or licensors, that Employee may develop or of which Employee may acquire knowledge during her employment with the Company, or from her colleagues while working for the Company, whether prior to, during, or subsequent to her execution of this Agreement, and all other business affairs, methods, and information not readily available to the public (collectively, "Confidential Information"). Confidential Information does not include: (i) Employee's general skills and experience; (ii) information that was lawfully in Employee's possession prior to her employment with the Company (other than through breach by a third party of any confidentiality obligation to the and its subsidiaries and affiliates); (iii) information that is or becomes publicly available without any direct or indirect act or omission on Employee's part; (iv) information that is required to be disclosed pursuant to any applicable law, regulation, judicial or administrative order or decree, or request by other regulatory organization having authority pursuant to the law; provided, however, that, except as set forth in and subject to Section 5(b) of this Agreement, Employee shall first have given reasonable notice to the Company prior to making such disclosure; or (v) information that is generally known within the industries or trades in which the Company and its subsidiaries and affiliates transact business.

The term “Intellectual Property” means all discoveries, procedures, designs, creations, developments, improvements, methods, techniques, practices, methodologies, data models, databases, scripts, know-how, processes, algorithms, application program interfaces, software programs, software source documents and training manuals, codes, formulae, works of authorship, mask-works, reports, memoranda, ideas, inventions, customer lists, business and/or financial information, and contributions of any kind, whether or not they are patentable, registrable, or protectable under federal or state patent, copyright, or trade secret laws, or similar statutes, or protectable under common-law principles, and regardless of their form or state of development, that are made, conceived, generated, or reduced to practice by Employee, in whole or in part, either alone or jointly with others, or while Employee was serving as an officer, director, employee, or consultant of, or in any other capacity with, the Company. Notwithstanding anything else in this Agreement, and as it used in this Section 5, the term “Intellectual Property” excludes any software program, application program interface, equipment, supplies, resources, facilities, data, products, information, materials, or trade secrets used by the Company and its subsidiaries and affiliates, and which was developed entirely on Employee’s own time, unless said Intellectual Property: (i) relates to the Company’s and its subsidiaries and affiliates business or potential business; or (ii) results from tasks assigned to Employee by the Company or from work performed by Employee for the Company.

Employee acknowledges and agrees that each and every part of the Company’s and its subsidiaries and affiliates Confidential Information: (a) has been developed by the Company and its subsidiaries and affiliates at significant effort and expense; (b) is sufficiently secret to derive economic value from not being generally known to other parties; (c) is proprietary to and a trade secret of the Company and its subsidiaries and affiliates and, as such, is a valuable, special, and unique asset of the Company and its subsidiaries and affiliates; and (d) constitutes a protectable business interest of the Company and its subsidiaries and affiliates. Employee further acknowledges and agrees that any unauthorized use or disclosure of any Confidential Information by Employee will cause irreparable harm and loss to the Company and its subsidiaries and affiliates. Employee acknowledges and agrees that the Company and its subsidiaries and affiliates own the Confidential Information. Employee agrees not to dispute, contest, or deny any such ownership rights either during or after Employee’s employment with the Company.

In recognition of the foregoing, and except as set forth in and subject to Section 5(b) of this Agreement, Employee covenants and agrees as follows:

i. Employee will use Confidential Information only in the performance of her duties and obligations hereunder for the Company. Employee will not use Confidential Information, directly or indirectly, at any time during or after her employment with the Company, for her personal benefit, for the benefit of any other person or entity, or in any manner adverse to the interests of the Company and its subsidiaries and affiliates. Further, Employee will keep secret all Confidential Information and will not make use of, divulge, or otherwise disclose Confidential Information, directly or indirectly, to anyone outside of the Company, except with the Company's prior written consent;

ii. Employee will take all necessary and reasonable steps to protect Confidential Information from being disclosed to anyone within the Company who does not have a need to know the information and to anyone outside of the Company, except with the Company's prior written consent;

iii. Employee shall not at any time remove, copy, download, or transmit any information from the Company and its subsidiaries and affiliates during the term of this Agreement, except for the benefit of the Company and in accordance with this Agreement and the Company's policies; and

iv. Promptly upon Employee's termination, and in any event no later than three (3) business days after Employee's employment with the Company ceases, Employee shall return to the Company and its subsidiaries and affiliates any and all Confidential Information in her possession, custody, or control, including but not limited to all memoranda, notes, records, plans, reports, forecast, marketing information, financial records and information, employee or contractor records and files, client lists, training materials, trade secrets, and all other documents (and all copies thereof), whether in electronic or hard copy form, which Employee obtained while employed by the Company or otherwise serving or acting on behalf of the Company, or which Employee may then possess or have under Employee's control.

b. **Duration of Covenant**. Employee acknowledges and agrees that her obligations under this Section 5 of the Agreement shall remain in effect forever.

Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or shall interfere with, abridge, limit, restrain, or restrict Employee's (or her attorney's) right, without prior authorization from or notification to the Company: (i) to engage in any activity or conduct or any provision of the National Labor Relations Act (and, in fact, this Section 5 of the Agreement shall not apply to, among other things, any discussion of company wages, hours, and working conditions as protected by the National Labor Relations Act and/or any other applicable federal, state, or local law); (ii) to communicate with any federal, state, or local government agency charged with the enforcement and/or investigation of claims of discrimination, harassment, retaliation, improper wage payments, or any other unlawful employment practices under federal, state, or local law, or to file a charge, claim, or complaint with, or participate in or cooperate with any investigation or proceeding conducted by, any such agency; (iii) to report possible violations of federal, state, or local law or regulation to any government agency or entity, including but not limited, to the extent applicable, to the U.S. Department of Labor, the Department of Justice, the Securities and Exchange Commission (the "SEC"), the Congress, and/or any agency Inspector General, or make other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation; or (iv) to communicate directly with, respond to any inquiry from, or provide testimony before, to the extent applicable, the SEC, the Financial Industry Regulatory Authority, any other self-regulatory organization, or any other federal, state, or local regulatory authority, regarding this Agreement or its underlying facts or circumstances.

In addition, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, in the event that Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose the trade secret to her attorney and use the trade secret information in the court proceeding, if Employee: (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

To the extent that this Agreement conflicts with the federal Speak Out Act (Public Law No: 117-224) or law, said act or law shall control and supersede the conflicting portion of this Agreement.

c. **Retention of All Other Rights**. Employee's obligations under this Section 5 of the Agreement are in addition to, and not in place or lieu of, any other statutory or common law obligations that Employee may have with regard to the maintenance, preservation, protection, use, and/or disclosure of Confidential Information, and the Company specifically reserves all rights it may have against Employee should Employee violate any such statutory or common law obligations.

6. **INJUNCTIVE RELIEF**. Employee agrees that it would be difficult to measure any damages caused to the Company and its subsidiaries and affiliates which might result from any breach by Employee of the covenants and agreements set forth in Sections 4 and 5 of this Agreement, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, and notwithstanding any other provision of this Agreement, Employee agrees that if Employee breaches, or the Company and its subsidiaries and affiliates reasonably believe that Employee is likely to breach, Sections 4 or 5 of this Agreement, the Company and its subsidiaries and affiliates shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach, without showing or proving any actual damage to the Company and its subsidiaries and affiliates. Any award or relief to the Company and its subsidiaries and affiliates may, in the discretion of the court, include the Company's and its subsidiaries and affiliates costs and expenses of enforcement (including reasonable attorneys' fees, court costs, and expenses). Nothing contained in this Section 6 of the Agreement or in any other provision of the Agreement shall restrict or limit in any manner the Company's and its subsidiaries and affiliates right to seek and obtain any form of relief, legal or equitable, and shall not waive the Company's and its subsidiaries and affiliates right to any other relief related to any dispute arising out of this Agreement or related to Employee's employment with the Company.

7. **NOTICES**. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been given (i) when delivered personally or by hand (with written confirmation of receipt); (ii) if sent by a nationally-recognized overnight courier, on the date received by the addressee (with written confirmation of receipt); or (iii) on the date sent by electronic mail or facsimile (with confirmation of transmission), to the recipient(s) specified below (or to such other recipient and/or address as either Party may, from time to time, designate in writing in accordance with the terms and conditions of this Agreement).

8. **LEGAL REPRESENTATION**. Employee acknowledges that she was advised to consult with, and has had ample opportunity to receive the advice of, independent legal counsel before executing this Agreement – and the Company hereby advises Employee to do so – and that Employee has fully exercised that opportunity to the extent she desired. Employee acknowledges that she had ample opportunity to consider this Agreement and to receive an explanation from such legal counsel of the legal nature, effect, ramifications, and consequences of this Agreement. Employee warrants that she has carefully read this Agreement, that she understands completely its contents, that she understands the significance, nature, effect, and consequences of signing it, and that she has agreed to and signed this Agreement knowingly and voluntarily of her own free will, act, and deed, and for full and sufficient consideration.

9. **ENTIRE AGREEMENT; AMENDMENT**. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior agreements and understandings, whether oral or written, with respect to the same. In entering into and performing under this Agreement, neither the Company nor Employee has relied upon any promises, representations, or statements except as expressly set forth herein. No modification, alteration, amendment, revision of, or supplement to this Agreement shall be valid or effective unless the same is memorialized in a writing signed by both by Employee and a duly-authorized representative or agent of the Company. Neither e-mail correspondence, text messages, nor any other electronic communications constitutes a writing for purposes of this Section 10 of the Agreement.

10. **GOVERNING LAW**. This Agreement shall in all respects be interpreted, enforced, and governed by and in accordance with the internal substantive laws (and not the laws of choice or conflict of laws) of the State of Nevada. Each of the Parties hereto submits to the jurisdiction of the federal and state courts of Nevada in any action or proceeding arising out of or relating to this Agreement.

11. **ASSIGNMENT**. This Agreement shall not be assignable by Employee, but shall be binding upon Employee and upon her heirs, administrators, representatives, executors, and successors. This Agreement shall be freely assignable by the Company without restriction and, without limitation of the foregoing, shall be deemed automatically assigned by the Company with Employee's consent in the event of any sale, merger, share exchange, consolidation, or other business reorganization. This Agreement shall inure to the benefit of the Company and its successors and assigns.

12. **SEVERABILITY**. If one or more of the provisions of this Agreement is deemed void by law, then the remaining provisions shall continue with full force and effect and, if legally permitted, such offending provision or provisions shall be replaced with an enforceable provision or enforceable provisions that as nearly as possible effects the Parties' intent. Without limiting the generality of the foregoing, the Parties hereby expressly state their intent that, to the extent any provision of this Agreement is deemed unenforceable due to the scope, whether geographic, temporal, or otherwise, being deemed excessive, unreasonable, and/or overbroad, the court, person, or entity rendering such opinion regarding the scope shall modify such provision(s), or shall direct or permit the Parties to modify such provision(s), to the minimum extent necessary to cause such provision(s) to be enforceable.

13. **SURVIVAL**. Upon the termination or expiration of this Agreement, the entire Agreement shall survive such termination or expiration, and shall continue, with full force and effect, in accordance with their respective terms and conditions.

14. **WAIVER**. The failure of either Party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any rights, and the obligations of the Party with respect to such future performance shall continue with full force and effect. No waiver of any such right will have effect unless given in a writing signed by the Party against whom the waiver is to be enforced.

15. **COMPLIANCE WITH SECTION 409A OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED ("SECTION 409A").**

a. It is the intention of the Parties that all payments and benefits under this Agreement (and any amendment hereto) shall be made and provided in a manner that is either exempt from or compliant with Section 409A of the Internal Revenue Code and the rules, regulations and notices thereunder ("Code Section 409A"). Any ambiguity in this Agreement (or any amendment hereto) shall be interpreted to comply with the above. Employee acknowledges that the Company has made no representations and makes no guarantee as to the treatment of the compensation and benefits provided hereunder and Employee has been advised to obtain her own tax advice, and further, Employees agrees that the Company and the Company's officers, employees, agents, equity holders, successors, affiliates and representatives shall have no liability for any of the payments or benefits under this Agreement or any other arrangement failing to be exempt from or to comply with Code Section 409A. Each amount or benefit payable pursuant to this Agreement (and any amendment hereto) shall be a separate payment for purposes of Code Section 409A. For all purposes of this Agreement, any iteration of the word "termination" (e.g., "terminated") with respect to Employee's employment shall mean a separation from service within the meaning of Code Section 409A. Without limiting the generality of the foregoing, for purposes of this Agreement, Employee shall be considered to have a termination of employment only if such termination is a "separation from service" within the meaning of Code Section 409A. If a Release Consideration Expiration Date could occur in a subsequent tax year, none of the payments set forth in Section 3(b) herein shall commence earlier than the second taxable year.

b. To the extent that the reimbursement of any benefits or the provision of any in-kind kind benefits pursuant to this Agreement is subject to Code Section 409A: (a) the amount of such expenses eligible for reimbursement, or in-kind benefits to be provided hereunder during any calendar year shall not affect the amount of such expenses eligible for reimbursement or in-kind benefits to be provided hereunder in any other calendar year; (b) all such expenses eligible for reimbursement hereunder shall be paid to the Employee no later than December 31st of the calendar year following the calendar year in which such expenses were incurred; and (c) Employee's right to receive any such reimbursements or in-kind benefits shall not be subject to liquidation or exchange for any other benefits.

c. Notwithstanding anything in this Agreement to the contrary, in the event the stock of the Company (or its successor) is publicly traded on an established securities market or otherwise and the Employee is a "specified employee" (as determined under the Company's administrative procedure for such determinations, in accordance with Code Section 409A) at the time of Employee's termination of employment, any payments under this Agreement that are deemed to be deferred compensation subject to Code Section 409A and payable in connection with a separation from service shall not be paid or begin payment until the earlier of (a) Employee's death or (b) the first day following the six (6) month anniversary of the Termination Date. If the payment of any amounts under this Agreement are delayed as a result of the previous sentence, on the first day following the end of the six (6) month period, the Company shall pay Employee a lump sum amount equal to the cumulative amounts that would have otherwise been previously paid to Employee under this Agreement during such six (6) month period, without interest thereon. To the extent permitted under Code Section 409A, any separate payment or benefits under this Agreement or otherwise shall not be "deferred compensation" subject to Code Section 409A and the six-month delay provided in this subsection, to the extent provided in the exceptions in Treasury Regulation Section 1.409A-1(b)(4) and (b)(9) and any other applicable exception or provision under Code Section 409A.

16. **TAXES**. The Parties acknowledge and agree that the Company may withhold from any amounts payable under this Agreement such federal, state, local, and foreign taxes and withholdings as may be required to be withheld pursuant to any applicable law, rule, or regulation.

17. **SECTION HEADINGS**. The section headings used in this Agreement are included solely for convenience, and shall not affect, or be used in connection with, the interpretation of this Agreement. Any reference to any gender in this Agreement shall include, where appropriate, any other gender.

18. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

19. **INDEMNIFICATION**. Company agrees that if Employee is made a party or threatened to be made a party to any action, suit or proceeding relating to Employee's employment with Company (each such action, suit or proceeding, a "Proceeding") Employee shall be indemnified and held harmless by Company for all such claims, to the fullest extent permitted by applicable law. Said indemnification includes any and all attorneys' fees, expenses and costs associated with the defense, counterclaim and/or settlement concerning such Proceeding, including any damages and/or attorneys' fees award, if any, that may be awarded pursuant to a final and binding judgment, arbitration award or settlement (collectively, "Losses")

Company shall make reasonably prompt direct payment to applicable third parties in connection with indemnifiable Losses (i.e., Employee will not be required to make payment out of pocket and seek reimbursement). Employee shall have the right to select qualified counsel of her choice, subject to Company's mutual approval (which will not be unreasonably withheld).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written; provided, however, that the signatures will be held in escrow until the Board (or its compensation committee) approves the Agreement immediately following the completion of the Closing.

EMPLOYEE:

By: /s/ Sarah Olsen
Sarah Olsen

VERB TECHNOLOGY COMPANY, INC.

By: /s/ Rory J. Cutaia
Rory J. Cutaia

Exhibit 10.4

Execution Version

VERB TECHNOLOGY COMPANY, INC.
INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "Agreement") is made and entered into as of the____day of August, 2025, by and between Verb Technology Company, Inc., a Nevada corporation (the "Corporation"), and _____("Indemnitee").

WITNESSETH:

WHEREAS, Indemnitee is currently serving or is about to begin serving as a director and/or Officer (as hereinafter defined) of the Corporation, and Indemnitee is willing, subject to, among other things, the Corporation's execution and performance of this Agreement, to continue in or assume such capacity or capacities;

WHEREAS, the Amended and Restated Bylaws of the Corporation provide that the Corporation shall indemnify and advance expenses to all directors and officers of the Corporation in the manner set forth therein and to the fullest extent permitted by applicable law, and to such greater extent as applicable law may thereafter permit, and the Articles of Incorporation(as hereinafter defined) provide for the limitation of liability for directors and officers of the Corporation and the right to indemnification to the extent and in the manner set forth therein; and

WHEREAS, in order to induce Indemnitee to provide services as contemplated hereby, the Corporation has deemed it to be in its best interest to enter into this Agreement with Indemnitee;

NOW, THEREFORE, in consideration of Indemnitee's agreement to provide services to the Corporation and/or certain of its affiliates as contemplated hereby, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate and agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 As used herein, the following words and terms shall have the following respective meanings (whether singular or plural):

"Articles of Incorporation" means the Articles of Incorporation of the Corporation (as they may be amended or restated from time to time;

"Board of Directors" means the board of directors of the Corporation.

"Bylaws" means the Amended and Restated Bylaws of the Corporation (as they may be amended or restated from time to time;

"Change of Control" means:

(i) The acquisition by any individual, entity, or group (within the meaning of Sections 13(d)(3) or 14(d)(2) of the Exchange Act) (a *"*Person*"*) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (1) the then-outstanding shares of common stock of the Corporation (the *"*Outstanding Corporation Common Stock*"*) or (2) the combined voting power of the then-outstanding voting securities of the Corporation entitled to vote generally in the election of directors (the *"*Outstanding Corporation Voting Securities"); *provided*, *however*, that, for purposes of this subsection (i), the following acquisitions shall not constitute a Change of Control: (A) any acquisition directly from the Corporation, (B) any acquisition by the Corporation, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any entity controlled by the Corporation, or (D) any acquisition by any entity pursuant to a transaction that complies with clauses (1), (2), and (3) of subsection (iii) of this definition; or

(ii) Individuals who, as of the date hereof, constitute the Board of Directors (the *"*Incumbent Board*"*), cease for any reason to constitute at least a majority of the Board of Directors; *provided*, *however*, that any individual becoming a director subsequent to the date hereof, whose election, or nomination for election by the Corporation's stockholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors; or

(iii) Consummation of a reorganization, merger, or consolidation or sale or other disposition of all or substantially all of the assets of the Corporation (a *"*Business Combination*"*), in each case, unless, following such Business Combination, (1) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Corporation Common Stock and Outstanding Corporation Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that as a result of such transaction owns the Corporation or all or substantially all of the Corporation's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Corporation Common Stock and Outstanding Corporation Voting Securities, as the case may be, (2) no Person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) of the Corporation or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then-outstanding shares of common equity of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity except to the extent that such ownership existed prior to the Business Combination, and (3) at least a majority of the members of the board of directors of the corporation, or the similar managing body of a non-corporate entity, resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board of Directors, providing for such Business Combination; or

(iv) Approval by the stockholders of the Corporation of a complete liquidation or dissolution of the Corporation; or

(v) A change of control as defined in any employment agreement, change of control agreement, or other agreement between the Corporation and Indemnitee.

"*Covered Capacity*" means, with respect to any person, that such person (or a person for whom he or she is serving as a legal representative) is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as director, manager, officer, trustee, general partner, member, fiduciary, employee, or agent of any other entity or enterprise, in each case (i) whether or not such person was serving in that capacity at the time any liability or expense is incurred and (ii) whether the basis for any Proceeding brought against such person is alleged action in an official capacity as a director, manager, officer, trustee, general partner, member, fiduciary, employee, or agent or any other capacity while serving as a director, manager, officer, trustee, general partner, member, fiduciary, employee or agent;

"Exchange Act" means the Securities Act of 1934, as amended;

"*Expenses*" include all direct and indirect costs, fees, and expenses of any type or nature, including, without limitation, all attorneys' fees and costs, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, fees of private investigators and professional advisors, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, fax transmission charges, secretarial services, and all other disbursements or expenses in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settlement or appeal of, or otherwise participating in a Proceeding, including reasonable compensation for time spent by Indemnitee for which he or she is not otherwise compensated by the Corporation or any third party. "Expenses" also include expenses incurred in connection with any appeal resulting from any Proceeding, including the premium for, security for, and other costs relating to, any cost bond, supersedeas bond, or other appeal bond or its equivalent. "Expenses" do not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

"*Independent Counsel*" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the five (5) years has been, retained to represent: (i) the Corporation or Indemnitee in any matter material to either such party or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. The term "Independent Counsel" does not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Corporation or Indemnitee in an action to determine Indemnitee's rights under this Agreement, the Articles of Incorporation, the Bylaws of the Corporation, or under any agreement between Indemnitee and the Corporation.

"*NRS*" means the Nevada Revised Statutes (as amended from time to time).

"*Officer*" means the President, the Treasurer, the Secretary, the Chief Executive Officer, the Chief Financial Officer, and each Vice President of the Corporation and any other corporation, partnership, limited liability company, association, joint venture, trust, employee benefit plan, or other enterprise for which such person is or was serving in such position at the request of the Corporation (and all variants of the preceding positions such as assistant treasurer, assistant secretary, senior vice president, and similar modifications), in each case elected or appointed pursuant to proper corporate authority, and each other person designated by the President of the Corporation from time to time as constituting an "Officer."

"*Proceeding*" includes a threatened, pending, or completed action, suit, arbitration, alternate dispute resolution, investigation, inquiry, administrative hearing, appeal, or any other actual, threatened, or completed proceedings with or brought in the right of the Corporation or otherwise and whether civil, criminal ,administrative, or investigative in nature.

ARTICLE II
SERVICES BY INDEMNITEE

Section 2.1 Indemnitee agrees to serve, or continue to serve, in his or her current capacity or capacities as a director, Officer, employee, agent, or fiduciary of the Corporation, as applicable. Indemnitee may also serve, as the Corporation may reasonably request from time to time, as a director, Officer, manager, member, partner, employee, agent, or fiduciary of any other corporation, partnership, limited liability company, association, joint venture, trust, employee benefit plan, or other enterprise in which the Corporation has an interest. Indemnitee and the Corporation each acknowledge that they have entered into this Agreement as a means of inducing Indemnitee to serve or to continue to serve the Corporation in such capacities. Indemnitee may at any time and for any reason resign from such position or positions (subject to any other contractual obligation or any obligation imposed by operation of law). The Corporation shall have no obligation under this Agreement to continue Indemnitee in any such position for any period of time and shall not be precluded by the provisions of this Agreement from removing Indemnitee from any such position at any time.

ARTICLE III
THIRD-PARTY PROCEEDINGS

Section 3.1. The Corporation shall indemnify Indemnitee if he or she was or is a party or is threatened to be made a party to, or witness or other participant in, any Proceeding, except an action by or in the right of the Corporation, by reason of the fact that he or she is or was serving or acting in a Covered Capacity, against Expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with the Proceeding if he or she: (a) is not liable pursuant to NRS Section 78.138 or (b) acted in good faith and in a manner that Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or Proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that Indemnitee is liable pursuant to NRS Section 78.138 or did not act in good faith and in a manner that Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation or that, with respect to any criminal action or proceeding, he or she had reasonable cause to believe that his or her conduct was unlawful.

ARTICLE IV
DERIVATIVE ACTIONS

Section 4.1. The Corporation shall indemnify Indemnitee if he or she was or is a party or is threatened to be made a party to, or witness or other participant in, any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor, by reason of the fact that Indemnitee is or was serving or acting in a Covered Capacity, against Expenses and amounts paid in settlement thereof if Indemnitee: (a) is not liable pursuant to NRS Section 78.138 or (b) acted in good faith and in a manner that he or she reasonably believed to be in or not opposed to the best interests of the Corporation. Indemnification may not be made for any claim, issue, or matter as to which Indemnitee has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Corporation or for amounts paid in settlement to the Corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such Expenses as the court deems proper.

ARTICLE V
PARTY WHO IS WHOLLY OR PARTIALLY SUCCESSFUL

Section 5.1. Notwithstanding any other provisions of this Agreement, to the extent that Indemnitee is a party to or a participant in and is successful on the merits or otherwise in any Proceeding or in defense of any claim, issue, or matter in any Proceeding, in whole or in part, to which Indemnitee was or is a party or is otherwise involved by reason of the fact that he or she is or was serving or acting in a Covered Capacity, the Corporation shall indemnify and hold harmless Indemnitee against all Expenses actually and reasonably incurred by Indemnitee in connection with any Proceeding or defense. If Indemnitee is not wholly successful in the Proceeding, the Corporation shall indemnify and hold harmless Indemnitee against all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection with each claim, issue, or matter on which Indemnitee was successful. The termination of any claim, issue, or matter in the Proceeding by dismissal, with or without prejudice, by reason of settlement, judgment, order, or otherwise, shall be deemed to be a successful result as to such Proceeding, claim, issue, or matter, so long as there has been no finding that Indemnitee (i) is liable pursuant to NRS Section 78.138 or (ii) did not act in good faith and in a manner that Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal proceeding or action, had no reasonable cause to believe his or her conduct was unlawful.

ARTICLE VI
EXPENSES AS WITNESS

Section 6.1. To the extent Indemnitee is, by reason of his or her serving or acting in a Covered Capacity, a witness in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified and held harmless against all Expenses actually and reasonably incurred by or her or on his or her behalf in connection with the Proceeding and his or her acting as a witness in it.

ARTICLE VII
EXCLUSIONS

Section 7.1. Notwithstanding any provision in this Agreement, the Corporation is not obligated under this Agreement to make any indemnification payments in connection with any claim made against Indemnitee:

(a) For which payment has actually been received by or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount actually received under any insurance policy, contract, agreement, or other indemnity provision or otherwise;

(b) For an accounting of profits made from the purchase and sale, or sale and purchase, by Indemnitee of securities of the Corporation within the meaning of Section 16(b) of the Exchange Act; or

(c) Except as provided for in Sections 8.1 or 12.3 of this Agreement, in connection with any Proceeding or any part of any Proceeding, initiated by Indemnitee, including those initiated against the Corporation or its officers, directors, or employees, unless (i) the Board of Directors authorizes the Proceeding or part thereof before its initiation, (ii) the Corporation provides the indemnification in its sole discretion, pursuant to the powers vested in the Corporation under applicable law, or (iii) otherwise required by applicable law; provided, for the avoidance of doubt, Indemnitee shall not be deemed for purposes of this paragraph, to have initiated any Proceeding (or any part of a Proceeding) by reason of (A) having asserted any affirmative defenses in connection with a claim not initiated by Indemnitee or (B) having made any counterclaim (whether permissive or mandatory) in connection with any claim not initiated by Indemnitee.

ARTICLE VIII
ADVANCEMENT OF EXPENSES

Section 8.1. Notwithstanding any other provision of this Agreement and to the fullest permitted by applicable law, the Corporation shall advance the Expenses incurred by Indemnitee, or reasonably expected by Indemnitee to be incurred by him or her within three months, in connection with any Proceeding to which Indemnitee was or is a party or is otherwise involved by reason of the fact that he or she is or was serving or acting in a Covered Capacity, as soon as practicable but in any event not more than ten (10) days after receipt by the Corporation of a statement requesting the advances, whether the statement is submitted before or after final disposition of any Proceeding. Unless otherwise required by law, the Corporation shall not require that Indemnitee provide any form of security for repayment of or charge any interest on any amounts advanced pursuant to this Section 8.1. The advances shall be made without regard to Indemnitee's ability to repay the Expenses and without regard to any belief or determination as to Indemnitee's ultimate entitlement to be indemnified. Advances shall include any and all reasonable Expenses incurred in pursuing a Proceeding to enforce the right of advancement, including Expenses incurred in preparing statements to the Corporation to support the advances claimed. Indemnitee qualifies for advances, to the fullest extent permitted by applicable law, solely upon the execution and delivery to the Corporation of an undertaking providing that Indemnitee undertakes to repay the advance to the extent it is ultimately determined that Indemnitee is not entitled to be indemnified by the Corporation under the provisions of this Agreement, the Articles of Incorporation, Bylaws of the Corporation, or an agreement between the Corporation and Indemnitee. This section does not apply to any claim made by Indemnitee for any indemnification payment that is excluded pursuant to Section 7.1 of this Agreement.

ARTICLE IX
NOTICES

Section 9.1. Indemnitee agrees to notify the Corporation in writing promptly after being served with any summons, citation, subpoena, complaint, indictment, inquiry, information request, or other document relating to any Proceeding or matter that may be subject to indemnification, hold harmless, or exoneration rights or the advancement of expenses; *provided*, *however*, that the failure of Indemnitee so to notify the Corporation shall not relieve the Corporation of any obligation it may have to Indemnitee under this Agreement or otherwise. Indemnitee may deliver to the Corporation a written application to indemnify and hold harmless Indemnitee in accordance with this Agreement. The application may be delivered from time to time and may be amended and supplemented and at such times as Indemnitee deems appropriate in his or her sole discretion. After a written application for indemnification is delivered by Indemnitee, Indemnitee's entitlement to indemnification shall be determined pursuant to Articles X, XI, and XII of this Agreement. If, at the time of the receipt of a notice of a Proceeding or otherwise pursuant to the terms hereof, the Corporation has directors' and officers' liability insurance in effect that may be applicable to the Proceeding or other matter so noticed, the Corporation shall give prompt notice of the commencement of the Proceeding or other matter so noticed to the insurers in accordance with the procedures set forth in the applicable policies. The Corporation shall thereafter take all commercially reasonable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding or other matter so noticed in accordance with the terms of such policies.

ARTICLE X
PROCEDURES

Section 10.1. To the fullest extent permitted by law, the indemnification provided for in this Agreement shall be deemed mandatory. To the extent that, under applicable law, any indemnification provided for in this Agreement is treated as discretionary, any indemnification determination, unless ordered by a court or advanced pursuant to Section 8.1 of this Agreement, may be made by the Corporation only as authorized in the specific case upon a determination that the indemnification of Indemnitee is proper in the circumstances. Such determination must be made:

(a) by the stockholders of the Corporation;
(b) by the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to the Proceeding;
(c) if a majority vote of a quorum of directors who are not parties to the Proceeding so orders, by Independent Counsel in a written opinion; or
(d) if a quorum consisting of directors who are not parties to the Proceeding cannot be obtained, by Independent Counsel in a written opinion.

Notwithstanding the foregoing, if at any time during the two (2)-year period prior to the date of any written application for indemnification submitted by Indemnitee in connection with a particular Proceeding there shall have occurred a Change of Control, the Board of Directors shall direct (unless Indemnitee otherwise agrees in writing) that the indemnification determination shall be made by Independent Counsel in a written opinion.

Section 10.2. If the determination of Indemnitee's entitlement to indemnification is to be made by Independent Counsel, the Independent Counsel must be selected as provided in this Section 10.2. The Independent Counsel shall be selected by Indemnitee and Indemnitee must give written notice to the Corporation advising it of the Independent Counsel's identity so selected, unless Indemnitee requests in writing that the Independent Counsel be selected by the Board of Directors. If the Independent Counsel is selected by the Board of Directors, the Corporation must give written notice to Indemnitee setting forth the identity of the Independent Counsel. In either event, Indemnitee or the Corporation, as the case may be, may, within ten (10) days after the written notice of selection is received, deliver to the other party a written objection to the selection. The objection may be asserted only on the grounds that the Independent Counsel selected does not meet the requirements of an "Independent Counsel" as defined in Article I of this Agreement, and the objection must set forth with particularity the factual basis of the assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If within twenty (20) days after submission by Indemnitee of a request for indemnification, no Independent Counsel has been selected, either the Corporation or Indemnitee may petition a court with jurisdiction over the parties for resolution of the objection and/or the appointment of a person to be Independent Counsel selected by the court.

Section 10.3. The Corporation agrees to pay the reasonable fees and Expenses of Independent Counsel and to indemnify fully and hold the Independent Counsel harmless against any and all Expenses, claims, liabilities, and damages arising out of or relating to this Agreement or the Independent Counsel's engagement.

Section 10.4. The Corporation must promptly advise Indemnitee in writing if a determination is made that Indemnitee is not entitled to indemnification and must include a description of the reasons or basis for denial. If it is determined Indemnitee is entitled to indemnification, the payment to Indemnitee must be made as soon as practicable but in no event more than ten (10) days after the determination. Indemnitee must reasonably cooperate with the persons making the determination and, upon request, must provide such persons with documents and information (that are not privileged or otherwise protected) reasonably available to Indemnitee and reasonably necessary to the determination. All Expenses incurred by Indemnitee in cooperating with the persons making the determination shall be paid by the Corporation (irrespective of the determination as to indemnification) and the Corporation hereby indemnifies and agrees to hold Indemnitee harmless from those Expenses.

ARTICLE XI
PRESUMPTIONS

Section 11.1. In determining whether Indemnitee is entitled to indemnification under this Agreement, the person or persons making the determination must presume that Indemnitee is entitled to indemnification under this Agreement and the Corporation has the burden of proof to overcome that presumption. Moreover, if at any time during the two (2)-year period prior to the date of any written application for indemnification submitted by Indemnitee in connection with a particular Proceeding or other matter there shall have occurred a Change of Control, the foregoing presumption may only be overcome by clear and convincing evidence. Neither of the following is a defense to an action seeking a determination granting indemnity to Indemnitee or creates a presumption that Indemnitee has not met the applicable standard of conduct: (i) the failure of the Corporation (including its directors or Independent Counsel) to have made a determination before the beginning of an action seeking a ruling that indemnification is proper nor (ii) an actual determination by the Corporation (including its directors or Independent Counsel) that Indemnitee has not met the applicable standard of conduct.

Section 11.2. If the persons or entity selected under Article X of this Agreement to determine whether Indemnitee is entitled to indemnification have not made a determination within thirty (30) days after receipt by the Corporation of the request for it, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee is entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact or an omission of material fact necessary to make his or her statements not materially misleading made in connection with the request for indemnification (which misstatement or omission is shown by the Corporation to be of sufficient importance that it would likely alter the applicable determination) or (ii) a final judicial determination that indemnification is expressly prohibited under applicable law. The 30-day period may be extended for a reasonable time, not to exceed fifteen (15) additional days, if the persons or entity making the determination requires the additional time for obtaining or evaluating documents or information.

Section 11.3. The termination of any Proceeding or any claim therein, by judgment, order, settlement, or conviction, or upon a plea of nolo contendere does not (except as expressly provided elsewhere in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not meet any particular standard of conduct, did not act in good faith and in a manner that Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe his or her conduct was unlawful.

Section 11.4. In determining good faith, Indemnitee must be deemed to have acted in good faith and in a manner that he or she reasonably believed to be in or not opposed to the best interests of the Corporation if Indemnitee's action is based on the records or books of account of the Corporation, including financial statements, or on information, opinions, reports, or statements supplied to Indemnitee by the directors or officers of the Corporation or other enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or the enterprise or on information or records given or reports made by an independent certified public accountant or by an appraiser or other expert. The provisions of this Section 11.4 shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

Section 11.5. The knowledge and actions or failures to act of any other director, officer, trustee, partner, member, fiduciary, agent, or employee of the Corporation or other enterprise shall not be imputed to Indemnitee for the purposes of determining his or her right to indemnification.

ARTICLE XII
REMEDIES OF INDEMNITEE

Section 12.1. If a determination is made that Indemnitee is not entitled to indemnification under this Agreement, any judicial Proceeding or arbitration begun pursuant to this Agreement must be conducted in all respects as a de novo trial or arbitration on the merits and Indemnitee shall not be prejudiced by reason of the adverse determination. In such a Proceeding or arbitration, Indemnitee is presumed to be entitled to indemnification and the Corporation has the burden of proving Indemnitee is not entitled to be indemnified. Moreover, if at any time during the two (2)-year period prior to the date of any written application for indemnification submitted by Indemnitee in connection with a particular Proceeding or other matter there shall have occurred a Change of Control, the Corporation will be deemed to have satisfied such burden only if it meets the standard of proof by clear and convincing evidence. The Corporation may not refer to or introduce into evidence any determination made pursuant to Section 11.1 of this Agreement adverse to Indemnitee for any purpose. If Indemnitee begins a judicial Proceeding or arbitration seeking indemnification, Indemnitee is not required to reimburse the Corporation for any advances pursuant to Section 8.1 of this Agreement until a final determination is made with respect to Indemnitee's right to indemnification, after all rights of appeal have been exhausted or lapsed.

Section 12.2. If it has been determined that Indemnitee is entitled to indemnification, the Corporation is bound by that determination in any judicial Proceeding or arbitration commenced by Indemnitee seeking to compel the indemnification, absent (i) a misstatement by Indemnitee of a material fact or an omission of a material fact necessary to make Indemnitee's statement not materially misleading connected with the request for indemnification (which misstatement or omission is shown by the Corporation to be of sufficient importance that it would likely alter the applicable determination) or (ii) a prohibition of the indemnification under applicable law. In any Proceeding or arbitration commenced by Indemnitee seeking indemnification, the Corporation is precluded from asserting that the procedures and presumptions of this Agreement are not valid, binding, and enforceable and must stipulate that the Corporation is bound by all the provisions of this Agreement.

Section 12.3. The Corporation shall indemnify and hold harmless Indemnitee to the fullest extent permitted by applicable law against all Expenses and, upon Indemnitee's request, shall advance to Indemnitee, within ten (10) days after the Corporation's receipt of a request, Indemnitee's Expenses incurred in connection with any judicial Proceeding or arbitration brought by Indemnitee to enforce his or her right for indemnification under this Agreement, the Articles of Incorporation, the Bylaws or any other agreement with the Corporation, or to recover advances under any insurance policy maintained for the benefit of Indemnitee, regardless of whether Indemnitee is ultimately determined to be entitled to such indemnification, advance, or insurance recovery.

ARTICLE XIII
CONTRIBUTION; JOINT LIABILITY

Section 13.1. To the fullest extent permissible under applicable law, if the indemnification rights provided for in this Agreement are unavailable to Indemnitee in whole or in part for any reason whatsoever (other than by reason of the language of any express exclusion contained in this Agreement), the Corporation, instead of indemnifying and holding Indemnitee harmless, shall contribute to the payment thereof, in the first instance, by paying the entire amount incurred by Indemnitee, whether for judgments, liabilities, fines, penalties, amounts paid or to be paid in settlement, and/or for Expenses, in connection with any Proceeding without requiring Indemnitee to contribute to the payment, and the Corporation hereby waives and relinquishes any right of contribution it may have at any time against Indemnitee. The Corporation shall not enter into any settlement of any Proceeding in which the Corporation is jointly liable with Indemnitee, or would be joined in the Proceeding, unless the settlement provides for a full and final release of all claims asserted against Indemnitee. The Corporation hereby agrees to indemnify fully and hold harmless Indemnitee from any claims for contribution that may be brought by officers, directors, or employees of the Corporation other than Indemnitee who may be jointly liable with Indemnitee.

ARTICLE XIV
SUBROGATION

Section 14.1. If any payment is made under this Agreement, the Corporation is subrogated to the extent of such payment to all the rights of recovery of Indemnitee, who must within a reasonable period of time after payment execute all papers required and take all action necessary to secure those rights, including the execution of such documents as are necessary to enable the Corporation to bring suit to enforce those rights.

ARTICLE XV
SEVERABILITY

Section 15.1. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever: (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including, but not limited to, each portion of any paragraph containing any such provision held to be invalid, illegal, or unenforceable, that is not itself held to be invalid, illegal, or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Agreement (including, but not limited to, each such portion of any paragraph containing any such provision held to be invalid, illegal, or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal, or unenforceable.

ARTICLE XVI
MISCELLANEOUS

Section 16.1. Non-Exclusivity of Rights. The rights of Indemnitee under this Agreement are not exclusive of any other rights to which Indemnitee may at any time be entitled under the law, the Articles of Incorporation, the Bylaws, or any agreement. The indemnification and advancement of Expenses for Indemnitee who has ceased to be a director, officer, employee, or agent shall continue in full force and effect and shall inure to the benefit of the heirs, executors, and administrators of Indemnitee. The rights of Indemnitee under this Agreement shall be contract rights. No amendment, alteration, or repeal of this Agreement can limit or restrict any right of Indemnitee under this Agreement with respect to any action taken before the amendment, alteration, or repeal. If a change in applicable law permits greater indemnification than that which would be afforded under this Agreement, it is the intent of the Corporation that Indemnitee shall enjoy by this Section 16.1 the greater benefits so afforded.

Section 16.2. Acknowledgment of Certain Matters. Both the Corporation and Indemnitee acknowledge that, in certain instances, applicable law or public policy may prohibit indemnification of Indemnitee by the Corporation under this Agreement or otherwise. Indemnitee understands and acknowledges that the Corporation has undertaken or may be required in the future to undertake, by the Securities and Exchange Commission, to submit the question of indemnification to a court in certain circumstances for a determination of the Corporation's right under public policy to indemnify Indemnitee.

Section 16.3. Waivers. The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce such term only by a writing signed by the party against which such waiver is to be asserted. Unless otherwise expressly provided herein, no delay on the part of any party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 16.4. Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement between the parties hereto with respect to the matters covered hereby, and any other prior or contemporaneous oral or written understandings or agreements with respect to the matters covered hereby are superseded by this Agreement.

Section 16.5. Certain Rights. The right to be indemnified or to the advancement or reimbursement of Expenses (i) is intended to be retroactive and shall be available as to events occurring prior to the date of this Agreement and (ii) shall continue after any rescission or restrictive modification of such provisions as to events occurring prior thereto. Nothing in this Agreement, expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to this Agreement and their respective heirs, personal representatives, successors, and assigns.

Section 16.6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada without regard to any principles of conflict of laws that, if applied, might permit or require the application of the laws of a different jurisdiction.

Section 16.7. Headings. The Article and Section headings in and referred to in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

Section 16.8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

Section 16.9. Use of Certain Terms. As used in this Agreement, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular paragraph, subparagraph, section, subsection, or other subdivision. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa.

[Signatures appear on the following page]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered to be effective as of the date first above written.

VERB TECHNOLOGY COMPANY, INC.

By: _____
Name: _____
Title: _____

INDEMNITEE:

Name: _____

[Signature Page to the Indemnification Agreement]

Exhibit 99.1

Verb Technology Company (Nasdaq: VERB) Successfully Closes $558 Million Private Placement to Launch First Publicly Listed TON Treasury Strategy Company, in Partnership with Kingsway Capital

Majority of net proceeds from offering will support purchases of Toncoin, the native cryptocurrency of The Open Network ("TON") blockchain

Las Vegas, Nevada, August 8, 2025 -- Verb Technology Company, Inc. (Nasdaq: VERB) ("the Company"), today announced the successful closing of its previously announced upsized and oversubscribed $558 million private placement ("PIPE transaction"), in partnership with Kingsway Capital ("Kingsway"). The completion of the PIPE transaction marks a critical milestone in the Company's plans to become the first and largest publicly traded treasury reserve of Toncoin ($TON). $TON is the native cryptocurrency of TON blockchain, the blockchain integrated with Telegram, one of the world's most widely used messaging platforms.

The PIPE transaction, which priced approximately 58.7 million shares of common stock, included participation from over 110 institutional and crypto-native investors, led by Kingsway and anchored by Vy Capital, Blockchain.com, Ribbit Capital, and Graticule (GAMA). Additional investors include CMCC Global, Pantera, MEXC Ventures, ParaFi Capital, Luxor Capital, Arrington Capital, Animoca, Kraken, Primitive Ventures, BitGo, FalconX, Orbs Group, The Open Platform (TOP), TVM Ventures, Kenetic, Hivemind Capital, UNCAP, Pacific Coast Venture Partners, and several high-profile crypto founders like Guy Young, Founder of Ethena Labs.

"As the exclusive blockchain infrastructure powering Telegram's Mini App ecosystem, we believe in the utility and potential growth in adoption of Toncoin," said Manuel Stotz, incoming Executive Chairman. "With today's completed placement and the backing of an exceptional list of investors, we are building a next-generation treasury platform to define a new category of digital asset reserves."

Company Strategy

The Company plans to immediately begin using the majority of the net proceeds from the PIPE transaction to acquire $TON, which will serve as its primary treasury reserve asset. The strategy is expected to generate sustainable staking rewards to initiate, manage, and grow the Company's $TON exposure in a cash flow positive manner. The Company intends to rebrand as TON Strategy Co. ("TSC") to reflect its new direction. In addition, the Company will continue to operate its existing business units, each of which leverages its social commerce technology and video marketing expertise, which are expected to expand.

Company Leadership and Special Advisor

As previously announced, the Company will be led by a deeply experienced team driving its digital asset strategy:

- **Executive Chairman Manuel Stotz** is the Founder & CEO of Kingsway and serves as President of the TON Foundation. He brings over 15 years of global investment experience and has led Kingsway's evolution into a top institutional investor in the blockchain ecosystem. Stotz also serves on the board of Blockchain.com and was an early supporter of $TON and the TON ecosystem.

- **Chief Executive Officer Veronika Kapustina** previously served as a Senior Advisor to the TON Foundation, where she was instrumental in designing its global ecosystem initiatives. She began her career at Morgan Stanley, advising clients on capital markets and tech M&A, and brings a unique blend of institutional finance, venture capital, and blockchain experience to her role at the Company.

- **Chief Financial Officer Sarah Olsen** is the Co-Founder of Europa Partners and former Head of Corporate Development for Onyx by JP Morgan, where she led strategic initiatives across blockchain, payments, and tokenized assets. Olsen's expertise spans traditional financial infrastructure and digital asset innovation.

- **Special Advisor Peter Smith** is the CEO and Co-Founder of Blockchain.com, one of the world's leading global crypto infrastructure platforms. A pioneer in the industry, Smith has guided Blockchain.com through multiple growth cycles and brings invaluable insight into market structure, regulation, and global adoption trends.

Advisors

Cohen & Company Capital Markets, a division of Cohen & Company Securities, LLC, served as lead financial advisor to Kingsway and sole placement agent to the Company.

Reed Smith LLP served as legal advisor to Kingsway. Perkins Coie LLP served as legal advisor to the Company. Brownstein Hyatt Farber Schreck served as Nevada legal advisor to the Company. Morgan Lewis served as legal advisor to Cohen & Company Capital Markets.

About VERB

Verb Technology Company, Inc. (Nasdaq: VERB), is transforming the landscape of social commerce. The Company operates multiple business units, each of which leverages the Company's social commerce technology and video marketing expertise. MARKET.live, together with recently acquired AI social commerce technology innovator LyveCom, is a multi-vendor, livestream social shopping platform that allows brands and merchants to deliver a true omnichannel livestream shopping experience across their own websites, apps, and social platforms. Advanced AI capabilities power real-time user-generated-content creation, automated video content repurposing for high conversion video ads, and AI-powered virtual live shopping hosts that are virtually indistinguishable from human hosts, capable of real-time audience engagement. Brands utilize the Company's proprietary AI model trained on tens of thousands of video commerce interactions to automate content creation and intelligent tools designed to optimize merchandising strategies and increase conversion rates.

The Company is headquartered in Las Vegas, NV and operates full-service production and creator studios in the Los Angeles, California vicinity.

For more information, please visit: www.verb.tech

Sign up for E-mail Alerts here: https://ir.verb.tech/news-events/email-alerts

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements relating to the Company's Toncoin holdings, the implementation of its TON treasury strategy, the anticipated rebranding of the Company, expected changes in board management of the Company, the future of the Company's ongoing business operations, and other initiatives. Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially, and reported results should not be considered as an indication of future performance. Important factors that may affect actual results or outcomes include, but are not limited to: risks related to whether the Company will be able to satisfy the conditions required to close the transactions; the potential impact of market and other general economic conditions; the ability of the Company to successfully execute its business plan and achieve the intended benefits thereof; the Company's failure to manage growth effectively; the Company's failure to fully realize the anticipated benefits of the PIPE Transaction; and other risks and uncertainties set forth in the Company's Annual Report on Form 10-K for the year ended December 31, 2024 and the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2025 filed with the SEC, and in the Company's subsequent filings with the SEC. These forward-looking statements speak only as of the date hereof, and the Company disclaims any obligation to update these forward-looking statements, whether as a result of new information, future events, or otherwise, except as required by law.

Important Information

The offer and sale of the foregoing securities were made in a private placement in reliance on an exemption from the registration requirement of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder, and applicable state securities laws. Accordingly, the securities offered in the private placement may not be offered or sold in the United States except pursuant to an effective registration statement or an applicable exemption from the registration requirement of the Securities Act and such applicable state securities laws. Concurrently with the execution of the securities purchase agreements, the Company and the investors entered into a registration rights agreement pursuant to which the Company has agreed to file a registration statement with the Securities and Exchange Commission (the "SEC") registering the resale of the shares of common stock to be issued or issuable in connection with the offering.

This press release does not constitute an offer to sell, or a solicitation of an offer to buy, any securities, nor shall there be any sale of any securities in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Media Contact:
Edelman Smithfield
tonstrat@edelmansmithfield.com

Source: Verb Technology Company, Inc.