
**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 15, 2025

Global AI, Inc.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

333-163439
(Commission
File Number)

26-4170100
(IRS Employer
Identification No.)

110 Front Street, Suite 300, Jupiter, FL 33477
(Address of principal executive offices, including Zip Code)

(561) 240-0333
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13a-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
N/A	N/A	N/A

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

On August 15, 2025, Scott Clark (aged 53) was appointed as the Chief Revenue Officer of Global AI, Inc., a Nevada corporation (the “Company”), effective immediately. As Chief Revenue Officer, Mr. Clark will lead the Company’s worldwide revenue strategy, including enterprise sales, marketing, customer success, partnerships, and go-to-market execution with a mandate to expand the Company’s presence, accelerate enterprise adoption of AI solutions, and deepen strategic partnerships worldwide.

Mr. Clark brings more than two decades of executive leadership in revenue growth, enterprise sales, digital transformation, and corporate development. He has held senior leadership roles with both NYSE- and NASDAQ-listed companies, including serving as Vice President at Computer Task Group and Vice President at ConvergeOne. Throughout his career, he has built and scaled high-performing sales organizations and contributed as a member of the executive team during acquisitions and post-merger integrations, ensuring continuity and business alignment across organizations.

In addition to his executive leadership, Mr. Clark is the co-author of the book *A Practical Approach to Building an AI-Ready Organization*, a recognized framework that helps enterprises prepare for and accelerate AI adoption. His thought leadership has made him a sought-after speaker and advisor for organizations pursuing Agentic AI-driven transformation. He also holds a Master’s degree from Harvard University, underscoring his commitment to academic excellence and strategic leadership.

There are no arrangements or understandings between Mr. Clark and any other persons in connection with his appointment. Mr. Clark has no family relationship with any director or executive officer of the Company or any person nominated or chosen by the Company to become an executive officer. Further, Mr. Clark has no direct or indirect material interest in any transaction or series of similar transactions contemplated by Item 404(a) of Regulation S-K. The Company entered into an Executive Employment Agreement with Mr. Clark, dated as of August 15, 2025, which is attached hereto as Exhibit 10.1 and incorporated by reference. Additionally, the Company will enter into its form of Indemnification Agreement with Mr. Clark, which is attached hereto as Exhibit 10.2 and incorporated by reference.

Item 7.01 Regulation FD Disclosure.

On August 22, 2025, the Company issued a press release announcing this executive appointment as further described therein. A copy of the press release is filed as Exhibit 99.1 to this Current Report on Form 8-K.

The information in this Item 7.01, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), nor shall it be deemed incorporated by reference in any of the Company’s filings under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date hereof, except as shall be expressly set forth by specific reference to this report in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Executive Employment Agreement, dated as of August 15, 2025, between Global AI Inc. and Scott Clark.
10.2	Form of Indemnification Agreement between the Company and each of its directors and executive officers.
99.1	Press Release of the Registrant, dated as of August 22, 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 22, 2025

GLOBAL AI, INC.

By: /s/ Nevenka Cresnar Pergar

Name: Nevenka Cresnar Pergar

Title: Acting President and Chief Executive Officer



Executive Employment Agreement

This Executive Employment Agreement (this "**Agreement**") is entered between Scott Clark (the "**Executive**"), and Global AI Inc., a Nevada corporation, on behalf of itself and its affiliates (collectively, the "**Company**"), as of August 15, 2025.

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

1. Term. The term of the Executive's employment under this Agreement shall commence on August 15, 2025 ("**Start Date**") and shall continue until terminated in accordance with Section 7 of this Agreement.

2. Position and Duties.

2.1 Position. The Executive shall serve as the Chief Revenue Officer of the Company, reporting to the Chief Executive Officer (the "**CEO**"). Executive may act as an officer of the Company's Affiliates, as determined by the respective Boards of Directors of such Affiliates. "**Affiliate**" means an entity which controls, is controlled by, or is under common control with the Company.

2.2 Duties. During the Term, the Executive shall devote all of Executive's business time and attention to the performance of Executive's duties to the Company and its Affiliates. Executive will not engage in any other business, profession or occupation for compensation or otherwise which would, in the reasonable determination of the CEO, conflict with the business of the Company or interfere with the Executive's performance of such duties. Executive acknowledges that the position will require long hours and weekend availability. Executive will engage in weekly and monthly performance reviews with the CEO and quarterly KPI and strategy reviews with the Company's Board of Directors (the "**Board**").

2.3 KPI's. The Executive will be responsible for achievement of the KPI's set from time to time by the CEO. The KPI's and initial targets are set forth in Exhibits A and B to this Agreement.

3. Place of Performance. The Executive will initially be based in Atlanta, Georgia. The Executive acknowledges that the position requires frequent domestic and international travel, including travel to New York City on a weekly basis or as otherwise directed by the CEO. The Executive further acknowledges that the position may in the future require the Executive to



relocate to New York City. In the event the Company requires the Executive to relocate to New York City, New York, the Company shall bear the full and reasonable costs of relocation from Atlanta, Georgia, to New York City, up to a maximum of \$7,500, including but not limited to real estate brokerage fees, packing, transportation, and unpacking. . Executive will submit receipts for expenses in accordance with and otherwise comply with the Company's expense reimbursement policies. Such reimbursement costs will be grossed-up to cover Executive's income tax obligations with respect to such reimbursement.

4. Cash Compensation.

4.1 Initial Base Compensation. The Company shall pay the Executive base compensation (the "**Base Compensation**") at the initial annualized rate of US\$250,000. The Base Compensation will be subject to adjustment from time to time by the Board. The position is a salaried, exempt position, and the Executive will not be entitled to overtime pay.

4.2 Incentive Compensation. Executive will be eligible for annual incentive compensation ("**Bonus**") in a maximum amount of 100% of the then-current annual Base Compensation, based on Executive's and the Company's achievement of KPI's for each calendar year (pro-rated for partial calendar years). The CEO shall assess the Executive's performance and the Board shall assess the Company's performance every quarter. The Bonus payment date will be no later than March 15 following the year in which the Bonus, if any, was earned. Unless otherwise set forth below, the Executive must be an Active Employee in Good Standing on the Bonus payment date to be eligible for the Bonus. "**Active Employee in Good Standing**" means the Executive is employed by the Company or an Affiliate, has not tendered notice of resignation, and has not behaved in a manner that would be grounds for discharge for Cause (as defined in Section 7.4(a)) in the Board's good faith determination. The initial Bonus structure is set forth in Exhibit C to this Agreement.

The Board of Directors shall have sole discretion to set targets and determine achievement of targets and the amount of any Bonus.

5. Equity Awards. Subject to the approval of the Board of Directors, the Executive will be eligible for stock option grants or restricted stock awards as follows. Each equity award will be subject to the terms of the 2025 Global AI, Inc. Equity Incentive Plan or such other equity incentive plan as may be in force from time to time, and to the terms of the applicable equity grant agreement. The Executive must be an Active Employee in Good Standing on the equity



grant date and on the vesting date, as applicable, to be eligible for each equity grant and vesting. Each equity grant is subject to the approval of the Board.

5.1 Performance Milestone Grant. An option to purchase 1,540,000 (one million five hundred forty thousand) shares of the Company’s common stock, par value \$0.001 (“common shares”), representing 1% of the outstanding and issued stock of the Company, on a fully-diluted basis, on the Start Date (the “**Performance Milestone Grant**”). The Performance Milestone Grant will vest upon achievement of the performance milestones described in the applicable equity grant agreement, which milestone will include the Company achieving sales targets and KPIs as determined by the Board. Subject to the approval of the Board, the Performance Milestone Grant will be made within 30 days of the Start Date.

5.2 Market Cap Milestone Grant.

An option to purchase 1,540,000 (one million five hundred forty thousand) shares of the Company’s common stock, par value \$0.001 (“common shares”), representing 1% of the outstanding and issued stock of the Company, on a fully-diluted basis, on the Start Date (the “**Market Cap Milestone Grant**”).

The Market Cap Milestone Grant will vest upon the Executive’s achievement of Performance Milestones and of Company’s achievement of the respective milestones described in 5.2(a), (b), (c), (d), as further described in the applicable equity grant agreement. Unless otherwise set forth herein, the Executive must be an Active Employee in Good Standing on each of the Market Cap Milestone Grant sale date and on vesting dates:

(a) When the Company’s market cap valuation (“**MCV**”) is equal to at least Five Hundred Million U.S. Dollars (US\$500,000,000) and a daily minimum of One Million Two Hundred and Fifty Thousand U.S. Dollars (US\$1,250,000) in dollar volume liquidity in the stock on an average basis calculated over a period of twenty (20) consecutive trading days (the “**First Tranche Date**”), Executive can exercise an option to purchase Three Hundred Eight Thousand (308,000) common shares, as of the First Tranche Date (the “**First Tranche Milestone**”). For the sake of clarity, there will be no compensation issued to the Executive for any MCV above \$500,000,000 until the Second Tranche Milestone (as defined below) is achieved.

(b) When the Company’s MCV is equal to at least Seven Hundred Fifty Million U.S. Dollars (US\$750,000,000) and a daily minimum of Two Million Five Hundred Thousand U.S. Dollars (US\$2,500,000) in dollar volume liquidity in the stock on an average basis calculated over a period of twenty (20) consecutive trading days (the “**Second Tranche Date**”), the Executive can exercise an option to purchase Three Hundred Eight Thousand (308,000)

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common shares as of the Second Tranche Date (the “**Second Tranche Milestone**”). For the sake of clarity, there will be no compensation issued to the Executive for any MCV above \$750,000,000 until the Third Tranche Milestone (as defined below) is achieved.

(c) When the Company’s MCV is equal to at least One Billion U.S. Dollars (US\$1,000,000,000) and a daily minimum of Three Million Seven Hundred Fifty Thousand U.S. Dollars (US\$3,750,000) in dollar volume liquidity in the stock on an average basis calculated over a period of twenty (20) consecutive trading days (the “**Third Tranche Date**”), Executive can exercise an option to purchase Three Hundred Eight Thousand (308,000) common shares as of the Third Tranche Date (the “**Third Tranche Milestone**”). For the sake of clarity, there will be no compensation issued to the Executive for any MCV above \$1,000,000,000 until the Fourth Tranche Milestone (as defined below) is achieved.

(d) When the Company's MCV is equal to at least One Billion Two Hundred Fifty Million U.S. Dollars (US\$1,250,000,000) and a daily minimum of Five Million U.S. Dollars (US\$5,000,000) in dollar volume liquidity in the stock on an average basis calculated over a period of twenty (20) consecutive trading days (the “**Fourth Tranche Date**”), Executive can exercise an option to purchase Three Hundred Eight Thousand (308,000) common shares as of the Fourth Tranche Date (the “**Fourth Tranche Milestone**”). For the sake of clarity, there will be no compensation issued to the Executive for any MCV above \$1,250,000,000 until the Fifth Tranche Milestone (as defined below) is achieved.

(e) When the Company's MCV is equal to at least One Billion Five Hundred Million U.S. Dollars (US\$1,500,000,000) and a daily minimum of Seven Million Five Hundred Thousand U.S. Dollars (US\$7,500,000) in dollar volume liquidity in the stock on an average basis calculated over a period of twenty (20) consecutive trading days (the “**Fifth Tranche Date**”), Executive can exercise an option to purchase Three Hundred Eight Thousand (308,000) common shares as of the Fifth Tranche Date (the “**Fifth Tranche Milestone**”). Collectively, the First Tranche Milestone, the Second Tranche Milestone, the Third Tranche Milestone, the Fourth Tranche Milestone and the Fifth Tranche Milestone shall be referred to as the “**Market Cap Milestones**”.

(f) For purposes of this Agreement, “**VWAP**” shall mean, for any date, the volume-weighted average price determined as follows:

(1) If the Common Stock is then listed for trading on the OTC



Markets or a United States or Canadian national securities exchange (as applicable, the “**Trading Market**”), then the volume-weighted average (rounded to the nearest \$0.0001) closing price of the Common Stock on such Trading Market during the 20-trading day period immediately prior to the applicable measurement date, as reported by such Trading Market or other reputable source;

(2) if the Common Stock is not then listed or quoted for trading on a Trading Market, and if prices for the Common Stock are then reported in the “Pink Sheets” published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported; and

(3) if the VWAP cannot be calculated for the Common Stock on such date on either of the bases set forth above, the VWAP of the Common Stock on such date shall be the fair market value of such security as determined in good faith by the Board after taking into consideration factors the Board may deem appropriate.

6. Employee Benefits.

6.1 Employee Benefit Plans.

(a) During the term of employment, the Executive shall be entitled to participate in all employee benefit plans, practices and programs maintained by the Company from time to time (collectively, “**Employee Benefit Plans**”), subject to any eligibility requirements of the applicable Employee Benefit Plans. The Employee Benefit Plans currently include comprehensive executive health insurance coverage. The Company reserves the right to amend or cancel any Employee Benefit Plans at any time in its sole discretion, subject to the terms of such Employee Benefit Plan and applicable law.

(b) The Base Compensation includes the cost to the Company of providing a 401(k) plan match, if any, to the Executive.

6.2 Paid Time Off, Sick Days and Leave. Executive shall be entitled to take off as much time as needed or as appropriate (“FTO”), consistent with Executive’s professional responsibilities and the Company’s business needs, and subject to the CEO’s prior approval. Because FTO is not an accrued benefit, Employee will not be eligible for a payout of FTO at the time of separation the Company, regardless of the reason for the separation. The Executive will be entitled to paid sick leave in accordance with applicable law. The Executive will be



entitled to leaves of absence in accordance with the Company's policies as in effect from time to time and applicable law.

6.3 Business Expenses. The Executive shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business, entertainment and travel expenses incurred by the Executive in connection with the performance of Executive's duties, subject to the Executive's compliance with the Company's expense reimbursement policies and procedures.

6.4 Directors' and Officers' Liability Insurance and Indemnification. With respect to the Executive's acts or failures to act while employed by the Company in the Executive's capacity as an officer, employee or agent of the Company and/or its Affiliates, the Executive shall be entitled to: (i) indemnification from the Company to the maximum extent permitted by law; and (ii) directors' and officers' liability insurance coverage, in each case on the same basis as other directors and officers of the Company.

7. Termination. This Agreement and the Executive's employment hereunder may be terminated as provided for in this Section 7.

7.1 Termination for Cause or Resignation or Without Good Reason. The Company may terminate the Executive's employment with immediate effective for Cause (as defined below) without prior notice, and the Executive may resign at any time with immediate effective, without prior notice. If the Executive's employment is terminated by the Company for Cause, or if the Executive resigns, the Executive shall be entitled to receive:

- (i) The accrued but unpaid salary portion of the Base Compensation as of the date of separation from Executive's employment ("**Separation Date**");
- (ii) reimbursement for unreimbursed business expenses properly incurred by the Executive through the Separation Date, which shall be subject to and paid in accordance with the Company's expense reimbursement policy; and
- (iii) such employee benefits, if any, to which the Executive may be entitled under the Company's Employee Benefit Plans as of the Separation Date. For the avoidance of doubt, the Executive will not be entitled to any portion of Bonus in the event of termination for Cause.

Items 7.1(i) through 7.1(iii) are referred to collectively as the "**Accrued Obligations**".



7.2 Termination without Cause or For Good Reason. Without prior notice to the Executive, the Company may terminate the Executive's employment at any time without Cause and without prior notice. If the Executive's employment is terminated by the Company without Cause, the Executive shall be entitled to receive:

(i) The Accrued Obligations; and

(ii) Monthly separation payments in a total amount equal to one month's Base Compensation, plus one additional month's Base Compensation for each year or partial year worked beginning as of January 01, 2026 (the "**Severance Benefits**"). If the Executive is terminated without Cause after meeting the Bonus requirements in this Agreement in any given Company fiscal / calendar year, as determined in good faith by the Board, the Company will pay an amount equal to the Bonus as part of the Severance Benefits. Payment of the Severance Benefits is contingent upon the Executive's timely execution, delivery, and non-revocation of a release of claims in favor of the Company, its Affiliates, and their respective officers and directors in a form provided by and reasonably satisfactory to the Company (the "**Release**").

7.3 Termination for Death or Disability. The Executive's employment hereunder shall terminate automatically upon the Executive's death during the Term. The Company may terminate the Executive's employment on account of the Executive's Disability (as defined below). In the case of a termination for Disability, such termination shall be effective as of the last day of the month in which the Company shall have given notice to the Executive of its intention to terminate the Executive's employment for Disability. In the event of termination due to death or Disability, the Executive or the Executive's estate will be entitled to the Severance Benefits.

7.4 Definitions. For purposes of this Agreement, the following definitions apply:

(a) "**Cause**" shall mean:

(i) the Executive's engagement in dishonesty or misconduct which is related to the Executive's employment or duties to the Company or any Affiliate;

(ii) the Executive's act of embezzlement, misappropriation or fraud, whether or not related to the Executive's employment with the Company;

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(iii) the Executive's conviction of or plea of guilty or *nolo contendere* to a crime that constitutes a felony (or state law equivalent) or any crime involving moral turpitude;

(iv) conduct by the Executive which, in the good faith determination of the Board, is likely to have the effect of injuring the reputation, business or any business relationship of the Company or its Affiliates;

(v) the Executive's violation of a material written policy of the Company including, but not limited to, the Company's anti-discrimination and anti-harassment policies, the Company's governance standards, and the Company's compliance guidelines, and all other policies applicable to publicly traded companies;

(vi) the Executive's violation of any applicable law, court order or regulation including, but not limited to, the Foreign Corrupt Practices Act and its foreign equivalents;

(vii) the Executive's gross negligence or wilful misconduct in the performance of the Executive's duties, as determined in good faith by the Board;

(viii) the Executive's failure to comply with any valid and legal directive of the CEO or the Board following ten (10) days' written notice of such failure;

(ix) the Executive's failure to cure any material breach of any material obligation under this Agreement or any other written agreement between the Executive and the Company or any Affiliate within ten (10) days after delivery of written notice of breach by the Company.

(b) "**Disability**" shall mean the Executive's inability, due to physical or mental incapacity, to substantially perform the Executive's duties and responsibilities under this Agreement for one hundred eighty (180) days out of any three hundred sixty-five (365) day period and/or any one hundred twenty (120) consecutive day period, with or without reasonable accommodation, as reasonably determined by the Board. The Executive agrees to undergo an examination by a physician chosen by the Board and consented to by the Executive or the Executive's representative, such consent not to be unreasonably withheld.



(c) **Executive Resignation for Good Reason.** Executive may terminate his or her employment for “Good Reason” upon written notice to the Company, provided that the Executive affords the Company thirty (30) days to cure the condition (if curable). For purposes of this Agreement, “**Good Reason**” shall mean, without the Executive’s prior written consent:

- (1) **Material Reduction in Compensation.** A material reduction in the Executive’s base salary, target bonus opportunity, total cash compensation, or total equity compensation, other than a reduction in compensation of all similarly-situated executives of the Company;
- (2) **Material Diminution of Duties.** A material diminution of the Executive’s position, authority, duties, or responsibilities, or assignment to a position of materially reduced status, title, or reporting relationship;
- (3) **Breach by the Company.** A material breach by the Company of this Agreement or of any other written agreement between the Company and the Executive; or
- (4) **Failure to Pay.** The Company’s failure to pay any material amounts when due under this Agreement.

If the Company does not cure any and all conditions giving rise to a Resignation for Good Reason within such thirty (30)-day period, the Executive’s resignation shall become effective as of the date specified in the Executive’s notice, and such resignation shall be treated for all purposes of this Agreement as a termination by the Company without Cause. For the avoidance of doubt, such Resignation for Good Reason shall entitle Executive to all Severance Benefits provided in this Agreement.

7.5 Resignation from All Other Positions. Upon termination of the Executive’s employment hereunder for any reason and/or pursuant to any provision(s) herein, the Executive shall be deemed to have resigned from all positions that the Executive holds as an officer or member of the board of directors (or a committee thereof) of the Company or any of its Affiliates, if any. The Executive will, upon request, submit such resignation in writing.

8. Section 280G. If any of the payments or benefits received or to be received by the Executive (including, without limitation, any payment or benefits received in connection with a Change of Control or the Executive’s termination of employment, whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement, or otherwise) (all such payments collectively referred to herein as the “**280G Payments**”) constitute “parachute payments” within the meaning of Section 280G of the Code and would, but for this Section 8, be subject to the excise tax imposed under Section 4999 of the Code (the “**Excise Tax**”), then Executive shall be entitled to receive 280G Payments only



up to the 280G threshold (2.99 times the Base Amount as defined in Code section 280G(b)(3)), unless, the Executive would receive a greater net after tax benefit through payment of the full amount of the 280G Payments (taking into account the 20% excise tax), in which case the Executive shall receive the full amount of the 280G Payments otherwise payable. Any reduction of the 280G Payments shall be conducted in compliance with Code section 409A, and such reduction will be designed to deliver those 280G Payments that provide greatest overall economic value to the Executive. The Company will not provide any gross-up with respect to the 280G Payments.

9. Cooperation. The parties agree that certain matters in which the Executive will be involved in connection with Executive's employment may necessitate the Executive's cooperation in the future. Accordingly, during the Term hereof and following the termination of the Executive's employment for any reason, to the extent reasonably requested by the Board or its representatives (including legal counsel), the Executive agrees to cooperate with the Company in connection with matters arising out of the Executive's service to the Company or employment therewith; provided that, the Company shall make reasonable efforts to minimize disruption of the Executive's other activities. The Company shall reimburse the Executive for reasonable out-of-pocket expenses actually incurred by Executive in connection with such cooperation in accordance with the Company's expense reimbursement policies then in effect. In addition, if the Executive is not then receiving Severance Benefits from the Company, to the extent permitted by applicable law, the Company shall pay the Executive reasonable compensation for the Executive's loss of time in connection with such cooperation.

10. Confidential Information. The Executive understands and acknowledges that during the Term, in the Executive's role as a senior executive of the company, the Executive will have access to and learn about the Company's Confidential Information.

10.1 Definition. For purposes of this Agreement, "**Confidential Information**" includes, but is not limited to, all information of the Company, its Affiliates, or any of their respective clients, customers, suppliers, investors, or other business relations, that is not generally known to the public, whether in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, methods, policies, plans, publications, documents, research, operations, services, techniques, transactions, know-how, trade secrets, computer programs, databases, records, financial information, marketing information, pricing information, design information, developments, market studies, sales information, revenue, costs, formulae, algorithms, product plans, designs, models, client information, client lists, of the Company or its



businesses or any existing or prospective customer, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to the Company in confidence, and/or all other information of a proprietary, confidential, and/or sensitive nature. The Executive understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. Confidential Information shall not include any data or information that is described as a trade secret under applicable law that: (a) has been voluntarily disclosed to the public by the Company or has become generally known to the public (except where such public disclosure has been made by or through Executive or by a third person or entity with the knowledge of Executive without authorization by the Company); (b) has been independently developed and published or otherwise disclosed by parties other than Executive or the Company, without a breach of any obligation of confidentiality by any such person running directly or indirectly to the Company, or developed and published or otherwise disclosed by Executive prior to the Start Date, to which Executive retains full rights, title, and ownership regardless of whether Executive may use such data and information during the course of performing Executive's obligations under this Agreement; *or* (c) otherwise enters the public domain through lawful means.

10.2 Disclosure and Use Restrictions. The Executive agrees and covenants:

(i) to treat all Confidential Information as strictly confidential;

(ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever (including other employees of the Company not having a need to know and authority to know and use the Confidential Information in connection with the business of the Company and, in any event, not to anyone outside of the direct employ of the Company) except as required in the performance of the Executive's authorized employment duties or with the prior written consent of the Board; and

(iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of the Company, except as required in the performance of Executive's employment duties or with the prior consent of the Board.

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10.3 Nothing herein shall be construed to prevent or prohibit the Executive from providing truthful testimony on any non-privileged subject matter in response to a valid and lawful subpoena, court order, regulatory or governmental agency request, or other judicial, administrative, or legal process or as otherwise required by law, in which event the Executive shall notify the Company of such subpoena, court order, regulatory or governmental request, or other judicial, administrative or legal process or legal requirement (as applicable) in writing, unless prohibited to do so by law, as promptly as practicable after receiving any such request and at least ten (10) days prior to providing such testimony (or, if such notice is not possible under the circumstances, with as much prior notice as is feasible) so that the Company may seek a protective order or other appropriate remedy; provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order.

10.4 Exceptions; Defend Trade Secrets Act. Notwithstanding the foregoing and for the avoidance of doubt, nothing herein shall prohibit or restrict the Executive from reporting, without prior authorization from or notification to the Company, possible violations of federal law or regulation to any governmental agency or entity, or making other disclosures that are protected under the whistleblower provisions of applicable federal or state law or regulation. The Executive is hereby notified that, pursuant to 18 U.S.C. § 1833(b) of the Defend Trade Secrets Act of 2016, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and (B) solely for the purpose of reporting or investigating a suspected violation of law or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, the Executive is further notified that an individual who files an action or lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the individual's attorney and use the trade secret information in a proceeding if the individual: (x) files any document containing the trade secret under seal, and (y) does not disclose the trade secret except pursuant to court order.

11. Restrictive Covenants.

11.1 Acknowledgment. The Executive understands and acknowledges that the nature of the Executive's position gives the Executive access to and knowledge of Confidential Information and places the Executive in a position of trust and confidence with the Company, that the Executive's skills are unique; and that



the Executive has obtained and will obtain knowledge and skill relevant to the Company's industry, methods of doing business, and marketing strategies by virtue of the Executive's employment and continued employment with the Company. The Executive further understands and acknowledges that the Company's ability to reserve the use of Confidential Information for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure by the Executive is likely to result in unfair or unlawful competitive activity. The Executive acknowledges and agrees that the restrictive covenants herein are reasonable and reasonably necessary to protect the legitimate business interests of the Company, including its Confidential Information, customer relationships and goodwill.

11.2 Non-competition.

(a) Because of the Company's legitimate business interest as described herein and the good and valuable consideration offered to the Executive, during the Term, and for the period of nine (9) months after the termination of Executive's employment for any reason, the Executive agrees and covenants not to provide services similar to the services that the Executive provides to the Company, or invest in, a Competing Business, as an employee, employer, owner, operator, manager, advisor, consultant, agent, partner, director, stockholder, officer, except on behalf of the Company.

(b) A "**Competing Business**" is an entity engaged in the same or similar business as the Company or its parent, and their respective subsidiaries, which is a publicly traded, roll up strategy of majority owned artificial intelligence technology companies. Executive acknowledges and agrees that a Competing Business of the Company also includes any business or activity in which the Company is engaged, in research and development, or is demonstrably planning to conduct, each as of the Separation Date.

(c) Nothing herein shall prohibit the Executive from purchasing or owning less than two percent (2%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment and that the Executive is not a controlling person of, or a member of a group that controls, such corporation.

(d) Following expiration of any period in which the Executive is receiving Severance Benefits from the Company under Section 7 of this Agreement, the Company may, at its option, either pay the Executive a monthly amount equal to the salary portion of the Executive's monthly Base



Compensation in effect as of the Separation Date for the remainder of the non-competition period, or waive the Company's right to enforce this provision for the remainder of the non-competition period.

11.3 Non-solicitation of Employees. During the Term and for a period of twelve (12) months after the separation from employment for any reason, the Executive agrees and covenants not to directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce (or attempt to induce) any person to terminate such person's employment with the Company (including its parent or any affiliate or subsidiary thereof), provided that such person was employed by the Company (or any parent, affiliate, or subsidiary thereof) as of and/or at any time during the twelve (12) month period prior to the Separation Date. This covenant will not be deemed to prohibit general solicitation for employment which are not targeted at the Company's employees.

11.4 Non-solicitation of Customers. The Executive understands and acknowledges that because of the Executive's experience with and relationship to the Company, the Executive has access to and will learn about, much or all of the Company's customer information, and will have formed customer relationships. The Executive understands and acknowledges that loss of this customer relationship and/or goodwill will cause significant and irreparable harm to the Company. Therefore, Executive agrees and covenants, during the Term and for a period of twelve (12) months after the separation from employment for any reason, not to directly or indirectly solicit, contact, attempt to contact, or meet with, (i) any Company customers who the Executive directly or indirectly (including by way of Company employees whom Executive managed or supervised) contracted with or solicited at any time in the two (2) year period prior to the Separation Date or about whom Executive accessed or received Confidential Information at any time during Executive's employment, or (ii) any potential customers whom the Executive solicited or contacted within the six (6) month period before the Separation Date; in either case, for purposes of or in any way relating to the offering or providing of products, goods or services similar to or competitive with those offered by the Company.

12. Non-disparagement. The Executive agrees and covenants that the Executive will not during and after the Term, directly or indirectly make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements ("disparage") concerning the Company, its reputation, its businesses, or any of its employees, officers or directors. During and after the Term, the Company will direct the directors and officers of the Company not to disparage the Executive. Notwithstanding the foregoing, nothing in this Agreement shall preclude the Executive or



any directors or officers of the Company from making truthful statements that are required by applicable law, regulation or legal process, or interfere with any rights the Executive may have under Section 7 of the National Labor Relations Act or other applicable law.

13. Remedies. The Executive acknowledges that Executive has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed upon Executive pursuant to Sections 10, 11 and/or 12 hereof. The Executive agrees without reservation that each of the restraints contained herein may be necessary for the reasonable and proper protection of the relationships (client, customer, personnel, and business), goodwill, Confidential Information and other legitimate interests of the Company (including its parent, affiliates, and subsidiaries), and that each of these restraints, individually or in the aggregate, will not impose upon Executive any undue hardship or prevent Executive from pursuing a livelihood or obtaining other suitable employment during the period in which the Executive is bound by them. In the event of a breach or threatened breach by the Executive of Sections 10, 11 or 12 of this Agreement, the Executive hereby consents and agrees that the Company shall be entitled to seek, in addition to all other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief. Should the Executive violate any of the terms of the restrictive covenant obligations articulated herein, the obligation at issue will run from the first date on which the Executive ceases to be in violation of such obligation. The Executive agrees that the length and/or time period of each of the restraints herein shall be tolled, and shall not run, during any period of time in which Executive is in violation of the terms thereof, in order that the Company shall have all the agreed-upon temporal protection recited herein.

14. Proprietary Rights.

14.1 Work Product. The Executive acknowledges and agrees that all writings, works of authorship, technology, inventions, discoveries, ideas and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived or reduced to practice by the Executive individually or jointly with others during Executive's employment and/or continued employment and during the Term, and relating in any way to the business or contemplated business, research or development of the Company (regardless of when or where the Work Product is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical and



electronic copies, all improvements, rights and claims related to the foregoing, and other tangible embodiments thereof (collectively, "**Work Product**"), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions and renewals thereof (collectively, "**Intellectual Property Rights**"), shall be the sole and exclusive property of the Company. Work Product includes, but is not limited to, Company publications, research, strategies, discoveries, techniques, know-how, results, developments, algorithms, product designs, inventions, trade secrets, original works of authorship, and discoveries.

14.2 Work Made for Hire; Assignment. The Executive acknowledges that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is "work made for hire" as defined in 17 U.S.C. § 101 and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, the Executive hereby irrevocably assigns to the Company, for no additional consideration, the Executive's entire right, title and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Company's rights, title or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that the Company would have had in the absence of this Agreement.

14.3 Further Assurances; Power of Attorney. During and after the Term, the Executive agrees to reasonably cooperate with the Company to (a) apply for, obtain, perfect and transfer to the Company the Work Product as well as an Intellectual Property Right in the Work Product in any jurisdiction in the world; and (b) maintain, protect and enforce the same, including, without limitation, executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments and other documents and instruments as shall be requested by the Company. The Executive hereby irrevocably grants the Company power of attorney to execute and deliver any such documents on the Executive's behalf in the Executive's name and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer, issuance, prosecution and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if the



Executive does not promptly cooperate with the Company's request (without limiting the rights the Company shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be affected by the Executive's subsequent incapacity.

15. Governing Law: Jurisdiction and Venue.

(a) This Agreement, for all purposes, shall be construed in accordance with the laws of the state in which the Executive is based at the time a dispute arises or, should he dispute arise after the Separation Date, where the Executive was based as of the Separation Date, without regard to conflicts of law principles.

(b) Arbitration. The Executive and the Company shall submit to mandatory and exclusive binding arbitration any controversy or claim arising out of, or relating to, this Agreement or any breach hereof, provided, however, that the parties retain their right to, and shall not be prohibited, limited or in any other way restricted from, seeking or obtaining equitable relief from a court having jurisdiction over the parties. Such arbitration shall be governed by the Federal Arbitration Act and conducted through the American Arbitration Association via videoconference or, if agreed by the parties, in the State of New York, New York County, before a single neutral arbitrator, in accordance with AAA Employment Arbitration Rules and Procedures in effect at that time. The parties hereby waive any rights they may have to have any such claims tried before a judge or jury. The parties may conduct only essential discovery prior to the hearing, as defined by the AAA arbitrator. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based. Executive and the Company will equitably share the costs of arbitration to the greatest extent permitted by the AAA Employment Arbitration Rules and Procedures. Judgment upon the determination or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. Entire Agreement. Unless specifically provided herein, this Agreement contains all of the understandings and representations between the Executive and the Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The parties mutually agree that the Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of the Agreement.

17. Waiver. No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the



other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the parties in exercising any right, power or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

18. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The parties further agree that any such court is expressly authorized to modify and/or reform any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement or by making such other modifications as it deems warranted, to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by law.

19. Captions; Ambiguities. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph. Any rule or principle of law that provides that ambiguities are to be construed against the drafting party shall not apply to this Agreement or the interpretation of any provision hereof.

20. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

21. Section 409A.

21.1 General Compliance. This Agreement is intended to comply with or be exempt from Section 409A and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each instalment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of



employment shall only be made upon a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Executive on account of non-compliance with Section 409A. In the event the Company and the Executive determine that this Agreement or payments under this Agreement fail to comply with Section 409A, the Company and the Executive shall reasonably cooperate to modify or amend this Agreement to result in compliance under Section 409A while preserving to the extent practicable the intended economics of this Agreement.

21.2 Specified Employees. Notwithstanding any other provision of this Agreement, if any payment or benefit provided to the Executive in connection with Executive's termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Executive is determined to be a "specified employee" as defined in Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of the Separation Date (the "**Specified Employee Payment Date**") or, if earlier, on the Executive's death. The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to the Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

21.3 Reimbursements. To the extent required by Section 409A, each reimbursement or in-kind benefit provided under this Agreement shall be provided in accordance with the following:

- (a) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year;
- (b) any reimbursement of an eligible expense shall be paid to the Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred; and
- (c) any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit.

22. Successors and Assigns; Third-Party Beneficiaries. This Agreement is personal to the Executive and shall not be assigned by the Executive. The Company may assign this Agreement to any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company. This Agreement shall



inure to the benefit of the Company and permitted successors and assigns, and all references herein to the "Company" shall be construed to include any and all permitted successors and/or assigns thereto. Nothing herein is intended to or shall be construed to create any third-party beneficiaries other than the parent, affiliates, and subsidiaries of the Company, all of which are expressly intended as third-party beneficiaries of this Agreement (including any amendments or modifications hereafter).

23. Notice. Notices and all other communications provided for in this Agreement shall be in writing and shall be delivered personally or sent by reliable overnight courier with a copy by e-mail. Notices to the Company will be sent to the Company's principal place of business, to the attention of the CEO. Notices to the Executive will be sent to the Executive's address as maintained in the Company's personnel records.

24. Representations of the Executive. The Executive represents and warrants to the Company that the Executive's execution of this Agreement and performance hereunder will not conflict with or result in a violation of, a breach of, or a default under any contract, agreement or understanding to which the Executive is a party or is otherwise bound.

25. Withholding. The Company shall have the right to withhold from any amount payable hereunder any Federal, state and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

26. Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

27. Authorization and Background Check. As required by law, Executive's employment with the Company is contingent upon Executive's providing legal proof of your identity and authorization to work in the United States. In addition, Executive's employment is contingent on satisfactory review of a background check. The failure to satisfy either of the conditions set forth in this Section 27 will be grounds for termination without payment of Severance Benefits.

28. Acknowledgment of Understanding. THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT THE EXECUTIVE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS



AGREEMENT. THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT THE EXECUTIVE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF THE EXECUTIVE'S CHOICE REGARDING THIS AGREEMENT, AND THAT THE EXECUTIVE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF THE EXECUTIVE'S CHOICE BEFORE SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

GLOBAL AI, INC.

SCOTT CLARK

By: 
Name: Nena Pergar
Title: Chairman
Date: 8/15/2025


Scott Clark
Date: 8/15/2025

GLOBAL AI, INC.

INDEMNIFICATION AGREEMENT

Dated as of _____

This Indemnification Agreement (the "Agreement") dated as of the date first set forth above (the "Effective Date") is entered into by and between Global AI, Inc., a Nevada corporation (the "Company") and _____ (the "Indemnitee"). The Company and Indemnitee may collectively be referred to as the "Parties" and each individually as a "Party".

WHEREAS, Indemnitee's service to the Company substantially benefits the Company;

WHEREAS, Individuals are reluctant to serve as directors or officers of corporations or in certain other capacities unless they are provided with adequate protection through insurance or indemnification against the risks of claims and actions against them arising out of such service;

WHEREAS, Indemnitee does not regard the protection currently provided by applicable law, the Company's governing documents and any insurance as adequate under the present circumstances, and Indemnitee may not be willing to serve as a director or officer without additional protection;

WHEREAS, in order to induce Indemnitee to continue to provide services to the Company, it is reasonable, prudent and necessary for the Company to contractually obligate itself to indemnify, and to advance expenses on behalf of, Indemnitee as permitted by applicable law; and

WHEREAS, this Agreement is a supplement to and in furtherance of the indemnification provided in the Company's Certificate of Incorporation and Bylaws, and any resolutions adopted pursuant thereto, and this Agreement shall not be deemed a substitute therefor, nor shall this Agreement be deemed to limit, diminish or abrogate any rights of Indemnitee thereunder;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Indemnitee hereby agree as follows:

1. Definitions.

(a) A "Change in Control" shall be deemed to occur upon the earliest to occur after the Effective Date of any of the following events:

(i) *Acquisition of Stock by Third Party.* Any Person (as defined below) becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities; provided, that any acquisition that occurs as a result of any transaction that has been approved by a majority of the Company's board of directors shall be excluded from the definition of Change in Control;

(ii) *Change in Board Composition.* During any period of two consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Company's board of directors, and any new directors (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Section 1(a)(i), Section 1(a)(iii) or Section 1(a)(iv)) whose election by the board of directors or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Company's board of directors; provided, that changes in the composition of the Company's board of directors as a result of any transaction that has been approved by a majority of the Company's board of directors shall be excluded from the definition of Change in Control;

(iii) *Corporate Transactions.* The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity;

(iv) *Liquidation.* The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or

(v) *Other Events.* Any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Securities Exchange Act of 1934, as amended, whether or not the Company is then subject to such reporting requirement.

(b) "Person" shall have the meaning as set forth in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended; provided, however, that "Person" shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(c) "Beneficial Owner" shall have the meaning given to such term in Rule 13d-3 under the Securities Exchange Act of 1934, as amended; provided, however, that "Beneficial Owner" shall exclude any Person otherwise becoming a Beneficial Owner by reason of (i) the stockholders of the Company approving a merger of the Company with another entity or (ii) the Company's board of directors approving a sale of securities by the Company to such Person.

(d) "Chapter 78" means Chapter 78 of Nevada Revised Statutes (Private Corporations), as amended from time to time.

(e) "Corporate Status" describes the status of a person who is or was a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of the Company or any other Enterprise.

(f) "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee and who meets the requirements of a "disinterested director" as set forth in Chapter 78.

(g) "Enterprise" means the Company and any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary.

(h) "Expenses" include all reasonable and actually incurred attorneys' fees, retainers, court costs, transcript costs, fees and costs of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding. Expenses also include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond or other appeal bond or their equivalent, and (ii) for purposes of Section 12(d), Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(i) "Independent Counsel" means a law firm, or a partner or member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such Party (other than as Independent Counsel with respect to matters concerning Indemnitee under this Agreement, or other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(j) "Proceeding" means any threatened, pending or completed action, suit, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, including any appeal therefrom and including without limitation any such Proceeding pending as of the Effective Date, in which Indemnitee was, is or will be involved as a party, a potential party, a non-party witness or otherwise by reason of (i) the fact that Indemnitee is or was a director or officer of the Company, (ii) any action taken by Indemnitee or any action or inaction on Indemnitee's part while acting as a director or officer of the Company, or (iii) the fact that he or she is or was serving at the request of the Company as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of the Company or any other Enterprise, in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification or advancement of expenses can be provided under this Agreement.

(k) Reference to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Agreement.

2. Indemnity in Third-Party Proceedings. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 2 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 2, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on his or her behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

3. Indemnity in Proceedings by or in the Right of the Company. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 3 in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged by a court of competent jurisdiction to be liable to the Company, unless and only to the extent that the or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification for such Expenses as such court shall deem proper.

4. Indemnification for Expenses of a Party Who is Wholly or Partly Successful. To the extent that Indemnitee is a party to or a participant in and is successful (on the merits or otherwise) in defense of any Proceeding or any claim, issue or matter therein, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith. For purposes of this section, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

5. Indemnification for Expenses of a Witness. To the extent that Indemnitee is, by reason of his or her Corporate Status, a witness in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified to the extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

6. Additional Indemnification.

(a) Notwithstanding any limitation in Section 2, Section 3 or Section 4, the Company shall indemnify Indemnitee to the fullest extent permitted by applicable law if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on his or her behalf in connection with the Proceeding or any claim, issue or matter therein.

(b) For purposes of Section 6(a), the meaning of the phrase “to the fullest extent permitted by applicable law” shall include, but not be limited to:

(i) the fullest extent permitted by the provision of Chapter 78 that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of Chapter 78; and

(ii) the fullest extent authorized or permitted by any amendments to or replacements of Chapter 78 adopted after the Effective Date that increase the extent to which a corporation may indemnify its officers and directors.

7. Exclusions. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any Proceeding (or any part of any Proceeding):

(a) for which payment has actually been made to or on behalf of Indemnitee under any statute, insurance policy, indemnity provision, vote or otherwise, except with respect to any excess beyond the amount paid;

(b) for an accounting or disgorgement of profits pursuant to Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of federal, state or local statutory law or common law, if Indemnitee is held liable therefor (including pursuant to any settlement arrangements);

(c) for any reimbursement of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Securities Exchange Act of 1934, as amended (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act), if Indemnitee is held liable therefor (including pursuant to any settlement arrangements);

(d) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees, agents or other indemnitees, unless (i) the Company’s board of directors authorized the Proceeding (or the relevant part of the Proceeding) prior to its initiation, (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law, (iii) otherwise authorized in Section 12(d) or (iv) otherwise required by applicable law; or

(e) if prohibited by applicable law.

8. Advances of Expenses. The Company shall advance the Expenses incurred by Indemnitee in connection with any Proceeding prior to its final disposition, and such advancement shall be made as soon as reasonably practicable, but in any event no later than 90 days, after the receipt by the Company of a written statement or statements requesting such advances from time to time (which shall include invoices received by Indemnitee in connection with such Expenses but, in the case of invoices in connection with legal services, any references to legal work performed or to expenditure made that would cause Indemnitee to waive any privilege accorded by applicable law shall not be included with the invoice). Advances shall be unsecured and interest free and made without regard to Indemnitee's ability to repay such advances. Indemnitee hereby undertakes to repay any advance to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company. This Section 8 shall not apply to the extent advancement is prohibited by law and shall not apply to any Proceeding (or any part of any Proceeding) for which indemnity is not permitted under this Agreement, but shall apply to any Proceeding (or any part of any Proceeding) referenced in Section 7(b) or Section 7(c) prior to a determination that Indemnitee is not entitled to be indemnified by the Company.

9. Procedures for Notification and Defense of Claim.

(a) Indemnitee shall notify the Company in writing of any matter with respect to which Indemnitee intends to seek indemnification or advancement of Expenses as soon as reasonably practicable following the receipt by Indemnitee of notice thereof. The written notification to the Company shall include, in reasonable detail, a description of the nature of the Proceeding and the facts underlying the Proceeding. The failure by Indemnitee to notify the Company will not relieve the Company from any liability which it may have to Indemnitee hereunder or otherwise than under this Agreement, and any delay in so notifying the Company shall not constitute a waiver by Indemnitee of any rights, except to the extent that such failure or delay materially prejudices the Company.

(b) If, at the time of the receipt of a notice of a Proceeding pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect that may be applicable to the Proceeding, the Company shall give prompt notice of the commencement of the Proceeding to the insurers in accordance with the procedures set forth in the applicable policies. The Company 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 in accordance with the terms of such policies.

(c) In the event the Company may be obligated to make any indemnity in connection with a Proceeding, the Company shall be entitled to assume the defense of such Proceeding with counsel approved by Indemnitee, which approval shall not be unreasonably withheld, conditioned or delayed, upon the delivery to Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee for any fees or expenses of counsel subsequently incurred by Indemnitee with respect to the same Proceeding. Notwithstanding the Company's assumption of the defense of any such Proceeding, the Company shall be obligated to pay the fees and expenses of Indemnitee's separate counsel to the extent (i) the employment of separate counsel by Indemnitee is authorized by the Company, (ii) counsel for the Company or Indemnitee shall have reasonably concluded that there is a conflict of interest between the Company and Indemnitee in the conduct of any such defense such that Indemnitee needs to be separately represented, (iii) the Company is not financially or legally able to perform its indemnification obligations or (iv) the Company shall not have retained, or shall not continue to retain, counsel to defend such Proceeding. The Company shall have the right to conduct such defense as it sees fit in its sole discretion. Regardless of any provision in this Agreement, Indemnitee shall have the right to employ counsel in any Proceeding at Indemnitee's personal expense. The Company shall not be entitled, without the consent of Indemnitee, to assume the defense of any claim brought by or in the right of the Company.

(d) Indemnitee shall give the Company such information and cooperation in connection with the Proceeding as may be reasonably appropriate.

(e) The Company shall not be liable to indemnify Indemnitee for any settlement of any Proceeding (or any part thereof) without the Company's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

(f) The Company shall not settle any Proceeding (or any part thereof) in a manner that imposes any penalty or liability on Indemnitee without Indemnitee's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

10. Procedures upon Application for Indemnification.

(a) To obtain indemnification, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and as is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of the Proceeding. Any delay in providing the request will not relieve the Company from its obligations under this Agreement, except to the extent such failure is prejudicial.

(b) Upon written request by Indemnitee for indemnification pursuant to Section 10(a), a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case (i) if a Change in Control shall have occurred, by Independent Counsel in a written opinion to the Company's board of directors, a copy of which shall be delivered to Indemnitee or (ii) if a Change in Control shall not have occurred, (A) by a majority vote of two or more of the Disinterested Directors, even though less than a quorum of the Company's board of directors, (B) by a committee of two or more of the Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Company's board of directors, (C) if there are less than two Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Company's board of directors, a copy of which shall be delivered to Indemnitee or (D) if so directed by the Company's board of directors, by the stockholders of the Company. If it is determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten days after such determination. Indemnitee shall cooperate with the person, persons or entity making the determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information that is not privileged or otherwise protected from disclosure and that is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) actually and reasonably incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company, to the extent permitted by applicable law.

(c) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 10(b), the Independent Counsel shall be selected as provided in this Section 10(c). If a Change in Control shall not have occurred, the Independent Counsel shall be selected by the Company's board of directors, and the Company shall give written notice to Indemnitee advising him or her of the identity of the Independent Counsel so selected. If a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Company's board of directors, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within ten days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; *provided, however*, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 1(i), and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after the later of (i) submission by Indemnitee of a written request for indemnification pursuant to Section 10(a) and (ii) the final disposition of the Proceeding, the Parties have not agreed upon an Independent Counsel, either the Company or Indemnitee may petition a court of competent jurisdiction for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 10(b). Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 12(a), the Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(d) The Company agrees to pay the reasonable fees and expenses of any Independent Counsel.

11. Presumptions and Effect of Certain Proceedings.

(a) In making a determination with respect to entitlement to indemnification hereunder, the person, persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement, and the Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption.

(b) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

(c) Neither the knowledge, actions nor failure to act of any other director, officer, agent or employee of the Enterprise shall be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

12. Remedies of Indemnitee.

(a) Subject to Section 12(e), in the event that (i) a determination is made pursuant to Section 10 that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 8 or Section 12(d), (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 10 within 90 days after the later of the receipt by the Company of the request for indemnification or the final disposition of the Proceeding, (iv) payment of indemnification pursuant to this Agreement is not made (A) within ten days after a determination has been made that Indemnitee is entitled to indemnification or (B) with respect to indemnification pursuant to Section 4, Section 5 and Section 12(d), within 30 days after receipt by the Company of a written request therefor, or (v) the Company or any other person or entity takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or proceeding designed to deny, or to recover from, Indemnitee the benefits provided or intended to be provided to Indemnitee hereunder, Indemnitee shall be entitled to an adjudication by a court of competent jurisdiction of his or her entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnitee, at his or her option, may seek an award in arbitration with respect to his or her entitlement to such indemnification or advancement of Expenses, to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 12(a); *provided, however*; that the foregoing clause shall not apply in respect of a proceeding brought by Indemnitee to enforce his or her rights under Section 4. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration in accordance with this Agreement.

(b) Neither (i) the failure of the Company, its board of directors, any committee or subgroup of the board of directors, Independent Counsel or stockholders to have made a determination that indemnification of Indemnitee is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor (ii) an actual determination by the Company, its board of directors, any committee or subgroup of the board of directors, Independent Counsel or stockholders that Indemnitee has not met the applicable standard of conduct, shall create a presumption that Indemnitee has or has not met the applicable standard of conduct. In the event that a determination shall have been made pursuant to Section 10 that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 12 shall be conducted in all respects as a *de novo* trial, or arbitration, on the merits, and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 12, the Company shall, to the fullest extent not prohibited by law, have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(c) To the fullest extent not prohibited by law, the Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 12 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement. If a determination shall have been made pursuant to Section 10 of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 12, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statements not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) To the extent not prohibited by law, the Company shall indemnify Indemnitee against all Expenses that are incurred by Indemnitee in connection with any action for indemnification or advancement of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company to the extent Indemnitee is successful in such action, and, if requested by Indemnitee, shall (as soon as reasonably practicable, but in any event no later than 90 days, after receipt by the Company of a written request therefor) advance such Expenses to Indemnitee, subject to the provisions of Section 8.

(e) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification shall be required to be made prior to the final disposition of the Proceeding.

13. **Contribution.** To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amounts incurred by Indemnitee, whether for Expenses, judgments, fines or amounts paid or to be paid in settlement, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the events and transactions giving rise to such Proceeding; and (ii) the relative fault of Indemnitee and the Company (and its other directors, officers, employees and agents) in connection with such events and transactions.

14. **Non-exclusivity.** The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Company's Certificate of Incorporation or Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. To the extent that a change in Nevada law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Company's Certificate of Incorporation and Bylaws and this Agreement, it is the intent of the Parties that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change, subject to the restrictions expressly set forth herein or therein. Except as expressly set forth herein, no right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. Except as expressly set forth herein, the assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

15. **No Duplication of Payments.** The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder (or for which advancement is provided hereunder) if and to the extent that Indemnitee has otherwise actually received payment for such amounts under any insurance policy, contract, agreement or otherwise.

16. **Insurance.** To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, trustees, general partners, managing members, officers, employees, agents or fiduciaries of the Company or any other Enterprise, Indemnitee shall be covered by such policy or policies to the same extent as the most favorably-insured persons under such policy or policies in a comparable position.

17. **Subrogation.** In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

18. **Services to the Company.** Indemnitee agrees to serve as a director or officer of the Company or, at the request of the Company, as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of another Enterprise, for so long as Indemnitee is duly elected or appointed or until Indemnitee tenders his or her resignation or is removed from such position. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law), in which event the Company shall have no obligation under this Agreement to continue Indemnitee in such position. This Agreement shall not be deemed an employment contract between the Company (or any of its subsidiaries or any Enterprise) and Indemnitee. Indemnitee specifically acknowledges that any employment with the Company (or any of its subsidiaries or any Enterprise) is at will, and Indemnitee may be discharged at any time for any reason, with or without cause, with or without notice, except as may be otherwise expressly provided in any executed, written employment contract between Indemnitee and the Company (or any of its subsidiaries or any Enterprise), any existing formal severance policies adopted by the Company's board of directors or, with respect to service as a director or officer of the Company, the Company's Certificate of Incorporation or Bylaws or Chapter 78. No such document shall be subject to any oral modification thereof.

19. **Duration.** This Agreement shall continue until and terminate upon the later of (a) ten years after the date that Indemnitee shall have ceased to serve as a director or officer of the Company or as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of any other Enterprise, as applicable; or (b) one year after the final termination of any Proceeding, including any appeal, then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding commenced by Indemnitee pursuant to Section 12 relating thereto.

20. **Successors.** This Agreement shall be binding upon the Company and its successors and assigns, including any direct or indirect successor, by purchase, merger, consolidation or otherwise, to all or substantially all of the business or assets of the Company, and shall inure to the benefit of Indemnitee and Indemnitee's heirs, executors and administrators. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. Other than as set forth herein, no Party shall have any power or any right to assign or transfer, in whole or in part, this Agreement, or any of its rights or any of its obligations hereunder, including, without limitation, any right to pursue any claim for damages pursuant to this Agreement or the transactions contemplated herein, or to pursue any claim for any breach or default of this Agreement, or any right arising from the purported assignor's due performance of its obligations hereunder, without the prior written consent of the other Party and any such purported assignment in contravention of the provisions herein shall be null and void and of no force or effect.

21. **Severability; Limitation.** Nothing in this Agreement is intended to require or shall be construed as requiring the Company to do or fail to do any act in violation of applicable law. All obligations of the Company hereunder shall be subject to any limitations in, and any requirements of, Chapter 78 as it may be in place at the applicable time. The Company's inability, pursuant to court order or other applicable law, to perform its obligations under this Agreement shall not constitute a breach of this Agreement. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (ii) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the Parties; and (iii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

22. **Enforcement.** The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or officer of the Company.

23. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the Parties with respect to the subject matter hereof; *provided, however*, that this Agreement is a supplement to and in furtherance of the Company's Certificate of Incorporation and Bylaws and applicable law.

24. **Modification and Waiver.** No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the Parties. No amendment, alteration or repeal of this Agreement shall adversely affect any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. No waiver of any of the provisions of this Agreement shall constitute or be deemed a waiver of any other provision of this Agreement nor shall any waiver constitute a continuing waiver.

25. **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail or otherwise delivered by hand, messenger or courier service addressed:

(a) if to Indemnitee, to Indemnitee's address, facsimile number or electronic mail address as shown in the Company's records, as may be updated in accordance with the provisions hereof; or if to the Company, to:

Global AI, Inc.
Attention: Nevenka Cresnar Pergar
110 Front Street, Suite 300
Jupiter, Florida 33477
Email: nena.pergar@global.ai

(b) Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given (i) if delivered by hand, messenger or courier service, when delivered (or if sent via a nationally-recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one business day after deposit with the courier), (ii) if sent via mail, at the earlier of its receipt or five days after the same has been deposited in a regularly-maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid, or (iii) if sent via facsimile, upon confirmation of facsimile transfer or, if sent via electronic mail, upon confirmation of delivery when directed to the relevant electronic mail address, if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the recipient's next business day.

26. Applicable Law and Consent to Jurisdiction.

(a) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined, and this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Nevada, and for all purposes shall be construed in accordance with the laws of such state, without giving effect to the choice of law provisions of such state.

(b) EACH PARTY AGREES THAT ALL LEGAL PROCEEDINGS CONCERNING THIS AGREEMENT SHALL BE COMMENCED SOLELY IN EITHER (I) THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF FLORIDA, IN EACH CASE LOCATED IN PALM BEACH COUNTY, FLORIDA; OR (II) THE TOKYO DISTRICT COURTS (THE "SELECTED COURTS"). EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE SELECTED COURTS FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HERewith OR WITH ANY TRANSACTION CONTEMPLATED HEREBY OR DISCUSSED HEREIN (INCLUDING WITH RESPECT TO THE ENFORCEMENT OF THE RIGHTS OF A PARTY UNDER THIS AGREEMENT), AND HEREBY IRREVOCABLY WAIVES, AND AGREES NOT TO ASSERT IN ANY SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH SELECTED COURTS, OR SUCH SELECTED COURTS ARE IMPROPER OR INCONVENIENT VENUE FOR SUCH PROCEEDING. EACH PARTY HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF PROCESS AND CONSENTS TO PROCESS BEING SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING BY MAILING A COPY THEREOF VIA REGISTERED OR CERTIFIED MAIL OR OVERNIGHT DELIVERY (WITH EVIDENCE OF DELIVERY) TO SUCH PARTY AT THE ADDRESS IN EFFECT FOR NOTICES TO IT UNDER THIS AGREEMENT AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE GOOD AND SUFFICIENT SERVICE OF PROCESS AND NOTICE THEREOF. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO LIMIT IN ANY WAY ANY RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(c) TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 26(c).

(d) If any Party shall commence an action or proceeding to enforce any provisions of this Agreement, then the prevailing Party in such action or proceeding shall be reimbursed by the other Party for its attorney's fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

27. Captions. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. This Agreement may also be executed and delivered by facsimile signature and in counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the Party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

[Signatures appear on following page]

In witness whereof, the Parties have signed this Agreement as of the Effective Date.

Global AI, Inc.

By: _____
Name: Nevenka Cresnar Pergar
Title: Acting President and Chief Executive Officer

Indemnitee: _____

By: _____
Name: _____

Global AI Inc. (OTC: GLAI) Appoints Scott Clark as Chief Revenue Officer

Seasoned technology executive, revenue leader, and AI author joins Global AI to accelerate growth and global adoption of artificial intelligence solutions and advisory services.

Jupiter, FL – August 22, 2025 – Global AI Inc. (OTC: GLAI), a leader in multi-agentic artificial intelligence (AI), readiness, and advisory services, today announced the appointment of Scott Clark as Chief Revenue Officer (CRO), effective immediately.

Mr. Clark brings more than two decades of executive leadership in revenue growth, enterprise sales, digital transformation, and corporate development. He has held senior leadership roles with both NYSE- and NASDAQ-listed companies, including serving as Vice President at Computer Task Group and Vice President at ConvergeOne. Throughout his career, he has built and scaled high-performing sales organizations and contributed as a member of the executive team during acquisitions and post-merger integrations, ensuring continuity and business alignment across organizations.

In addition to his executive leadership, Mr. Clark is the co-author of the book *A Practical Approach to Building an AI-Ready Organization*, a recognized framework that helps enterprises prepare for and accelerate AI adoption. His thought leadership has made him a sought-after speaker and advisor for organizations pursuing Agentic AI-driven transformation. He also holds a Master's degree from Harvard University, underscoring his commitment to academic excellence and strategic leadership.

As Chief Revenue Officer, Mr. Clark will lead Global.ai's worldwide revenue strategy, including enterprise sales, marketing, customer success, partnerships, and go-to-market execution with a mandate to expand Global.ai's presence, accelerate enterprise adoption of AI solutions, and deepen strategic partnerships worldwide.

"We are excited to welcome Scott to Global.ai's leadership team," said Darko Horvat, Founder of Global.ai. "His proven expertise in scaling revenue organizations, combined with his thought leadership in Agentic AI, AI readiness, and experience supporting acquisitions and integrations, makes him the right executive to drive our growth strategy and strengthen Global.ai's role as a trusted AI partner to enterprises and governments around the world."

"I am honored to join Global.ai as Chief Revenue Officer," said Scott Clark. "Global.ai's mission to empower enterprises and governments with AI, generative and agentic technologies, readiness, and advisory services is transformative. I look forward to combining my experience in scaling global revenue operations, supporting acquisitions and integrations, and helping organizations achieve AI readiness to unlock meaningful business outcomes."

For more information about Global.ai, visit www.global.ai.

About Global.ai

Global.ai is building the future of Agentic AI-driven business through a disciplined strategy to Consolidate, Innovate, and Scale. The company strategically aligns AI-driven technology firms to optimize operations and accelerate growth, while making significant investments in product innovation and Agentic AI-driven research and development. By executing proven go-to-market strategies, Global.ai is creating a diversified portfolio of AI-powered growth products that deliver sustainable, long-term value. With a focus on acquiring high-growth Agentic AI technology companies, Global.ai fuels expansion, fosters innovation, and creates opportunities for investors. Global.ai is committed to helping enterprises, governments, and investment organizations design, deploy, and optimize Agentic AI technologies at scale, delivering secure, compliant, and high-performance solutions.

Media Contact:

Scott Clark
Chief Revenue Officer
Global.ai
scott.clark@global.ai
+1 630-418-3221
