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): **July 30, 2026 (July 24, 2026**)

LogicMark, Inc.
(Exact name of registrant as specified in its charter)

Nevada	**001-36616**	**46-0678374**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2801 Diode Lane Louisville, KY	**40299**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(502) 442-7911**

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

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

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
-	-	-

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

On July 28, 2026, LogicMark, Inc. (the "Company") entered into a Securities Purchase Agreement (the "Purchase Agreement") with an institutional investor (the "Investor") to offer and sell 250,000 shares of the Company's Series J Convertible Preferred Stock, $0.0001 par value per share (the "Series J Preferred Shares"), at a purchase price of $1.00 per Series J Preferred Share (the "Preferred Offering"), which are convertible by the Investor into shares of common stock, par value $0.0001 per share, of the Company (the "Common Stock") issuable from time to time (the "Conversion Shares"), pursuant to and in accordance with the terms of the Company's Certificate of Designation of Preferences, Rights and Limitations of Series J Preferred Shares (the "Certificate of Designation"). The Preferred Offering closed on July 30, 2026.

Pursuant to the Certificate of Designation, each Series J Preferred Share has a stated value equal to $1.28 and is convertible, at the option of the Investor at any time after October 30, 2026, subject to an initial 4.99% beneficial ownership limitation provision (which may be increased to 9.99% upon 61 days' prior notice), into shares of Common Stock at a conversion price equal to 50% of the lowest traded price during the thirty (30) trading days immediately prior to the Investor's delivery of a conversion notice. Each Series J Preferred Share grants its holder the right to two (2) votes and votes together with all holders of Common Stock together as a single class on all actions to be taken by the shareholders of the Company. No dividends are payable on the Series J Preferred Shares. Upon any liquidation, dissolution or winding-up of the Company, the holders are entitled to receive out of the assets of the Company the greater of the following amounts: (a) the aggregate Stated Value (as defined in the Certificate of Designation) of the Series J Preferred Shares; or (b) the amount the holder would be entitled to receive if the Series J Preferred Shares were fully converted into Common Stock. The Series J Preferred Shares, with respect to dividend, redemption rights, rights upon liquidation, dissolution or winding up of the Company, rank senior to the Common Stock and junior to the Company's Series C non-convertible voting preferred stock, par value $0.0001 per share.

Pursuant to the Certificate of Designation, on October 30, 2026, holders will have a one-time right to require the Company to redeem the Series J Preferred Shares for cash for their Stated Value, and the Company may repurchase the Series J Preferred Shares for the same amount prior to such date. In connection with certain fundamental transactions, the Series J Preferred Shares will automatically convert into Common Stock and the holders are entitled to a make-whole payment if the aggregate transaction consideration received is less than $320,000, subject to the terms and conditions set forth in the Certificate of Designation.

The Purchase Agreement contains customary representations and warranties of the parties thereto, and also contains customary conditions to closing, termination rights, and certain indemnification obligations and ongoing covenants of the Company.

In connection with the Preferred Offering, the Company concurrently entered into a (i) Voting Agreement with the Investor ("Voting Agreement") pursuant to which the Investor agreed to vote all Series J Preferred Shares owned on and after July 28, 2026 in favor of all proposals recommended by the Company's board of directors (the "Board") at the Company's next meeting of its shareholders, and (ii) Registration Rights Agreement with the Investor (the "Registration Rights Agreement"), pursuant to which the Company agreed to file a registration statement under the Securities Act of 1933, as amended (the "Securities Act"), with the U.S. Securities and Exchange Commission, covering the resale of the Conversion Shares no later than 90 days following the execution of the Registration Rights Agreement.

The foregoing descriptions of the terms of the Purchase Agreement, the Certificate of Designation and Registration Rights Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of each of the Purchase Agreement, the Certificate of Designation, the Registration Rights Agreement and the Voting Agreement attached to this Current Report on Form 8-K (this "Form 8-K") as Exhibits 10.1, 3.1, 10.2 and 10.3, respectively, and are each incorporated by reference herein.

The Preferred Offering was conducted as a private placement transaction exempt from registration in reliance on the exemption afforded by Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D promulgated thereunder and corresponding provisions of state securities or "blue sky" laws.

Item 3.02 Unregistered Sales of Equity Securities.

The applicable information contained above under Item 1.01 of this Form 8-K with respect to the Preferred Offering is hereby incorporated by reference herein.

Item 3.03 Material Modification to Rights of Security Holders.

On July 28, 2026, the Company filed the Certificate of Designation with the Secretary of State of the State of Nevada designating the 250,000 Preferred Shares and establishing the powers, preferences, rights and qualifications, limitations or restrictions thereof.

The applicable information set forth in Item 1.01 of this Form 8-K is incorporated by reference into this Item 3.03.

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

Employment Agreement with Chia-Lin Simmons

On July 27, 2026, the Company entered into an executive employment agreement with Chia-Lin Simmons, the President, Chief Executive Officer and a director of the Company (the "CEO Employment Agreement"), which supersedes all prior employment agreements between the Company and Ms. Simmons. Pursuant to the CEO Employment Agreement, the term of Ms. Simmons' employment thereunder commenced on May 10, 2026 and will continue through and until August 31, 2028 (the "CEO Term"), unless terminated on an earlier date pursuant to the terms thereof.

Pursuant to the CEO Employment Agreement, Ms. Simmons will receive an annual base salary of $537,500 for serving as President and Chief Executive Officer and a director of the Company and will be eligible to receive a maximum annual bonus (the "Annual Bonus") with of up to 100% of her base salary, contingent upon meeting certain annual goals (the "Goals") determined by Ms. Simmons and the Board. Following the close of each fiscal year, the compensation committee of the Board will determine the Annual Bonus amount in accordance with the Goals. The Company also agreed to pay directly to certain vendors (i) up to thirty thousand dollars ($30,000) per year for Ms. Simmons' educational or coaching purposes, and (ii) up to ten thousand dollars ($10,000) per year for the cost of Ms. Simmons' personal tax counseling, preparation, financial planning, and/or wealth management counseling.

The CEO Employment Agreement also requires the Company to issue Ms. Simmons restricted shares of Common Stock (the "Restricted Shares") from time to time during the CEO Term (including prior to any shareholder meeting and promptly following any financing transaction) such that Ms. Simmons at all times during the CEO Term holds a number of Restricted Shares equal to six percent (6%) of the Company's aggregate issued and outstanding shares of Common Stock as of such grant date. In addition, in the event of any Change in Control (as defined in the CEO Employment Agreement), stock sale, or other similar transaction during the CEO Term, the CEO Employment Agreement requires Ms. Simmons to receive from time to time, and maintain ownership of, equity awards equal to at least six percent (6%) of the issued and outstanding equity interests of the surviving, acquiring, parent, successor or other resulting entity that succeeds to the business of the Company (the "Successor") or a parent company of the Successor, provided Ms. Simmons is employed by the Successor or an affiliate of the Successor. Further, pursuant to the CEO Employment Agreement award agreements granting such Restricted Shares will include single trigger acceleration provisions upon a Change in Control, and all current Restricted Share agreements between the Company and Ms. Simmons were amended to provide for single trigger acceleration provisions upon a Change in Control. Ms. Simmon's continuing right to equity awards representing 6% of the aggregate issued and outstanding equity interests of the Successor or the parent company of Successor will not apply to a subsequent Change in Control of the Successor or a parent company of the Successor.

Pursuant to the CEO Employment Agreement, the Company is required to gross-up Ms. Simmons for any excise tax incurred pursuant to Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to any compensation by the Company to Ms. Simmons that are deemed a parachute payment within the meaning of Section 280G of the Code.

The CEO Employment Agreement contains terms relating to termination of employment for cause, good reason, as well as provisions relating to Ms. Simmons' rights to receive unpaid salary through the date of termination and accrued but unused vacation time in accordance with Company policy and all other payment and benefits to which Ms. Simmons shall be entitled to under the terms of the CEO Employment Agreement. Ms. Simmons is entitled to eighteen months of salary continuation, executive medical insurance coverage and Company-paid COBRA coverage and prorated target bonus regardless of the achievement of Goals in the event of termination by the Company without Cause, due to death or Disability (as defined in the CEO Employment Agreement) or if Ms. Simmons' terminates for Good Reason (as defined in the CEO Employment Agreement).

Employment Agreement with Mark Archer

On July 24, 2026, the Company entered into an executive employment agreement with Mark Archer, the Chief Financial Officer, Secretary and Treasurer of the Company, effective as of July 27, 2026 (the "CFO Employment Agreement"). Pursuant to the CFO Employment Agreement, the term of Mr. Archer's employment thereunder commenced on July 5, 2026 and will continue through and until August 31, 2028 (the "CFO Term"), unless terminated on an earlier date pursuant to the terms thereof.

Pursuant to the CFO Employment Agreement, Mr. Archer will receive an annual base salary of $572,000 for serving as Chief Financial Officer, Secretary and Treasurer of the Company. Mr. Archer may receive an annual discretionary bonus at the sole discretion of the Company's Chief Executive Officer.

The CFO Employment Agreement also requires the Company to issue Mr. Archer Restricted Shares from time to time during the CFO Term (including prior to any shareholder meeting and promptly following any financing transaction), such that Mr. Archer at all times during the CFO Term holds a number of Restricted Shares equal to two percent (2%) of the Company's aggregate issued and outstanding shares of Common Stock as of such grant date. In addition, in the event of any Change in Control (as defined in the CFO Employment Agreement), stock sale, or other similar transaction during the CFO Term, the CFO Employment Agreement requires Mr. Archer to receive from time to time, and maintain ownership of, equity awards equal to at least two percent (2%) of the issued and outstanding equity interests of the Successor or a parent company of the Successor, provided Mr. Archer is employed by the Successor or an affiliate of the Successor. Further pursuant to the CFO Employment Agreement, award agreements granting such Restricted Shares will include single trigger acceleration provisions upon a Change in Control, and all current Restricted Share agreements between the Company and Mr. Archer were amended to provide for single trigger acceleration provisions upon a Change in Control. Pursuant to the CFO Employment Agreement, Mr. Archer's continuing right to equity awards representing two percent (2%) of the aggregate issued and outstanding equity interests of the Successor or the parent company of Successor does not apply to a subsequent Change in Control of the Successor or a parent company of the Successor.

The other terms of the CFO Agreement are substantially identical to the CEO Employment Agreement, as described above, except for position-related provisions and executive-specific compensation.

The foregoing descriptions of each of the CEO Employment Agreement and the CFO Employment Agreement are not complete and are qualified in their entirety by reference to the full texts of the CEO Employment Agreement and the CFO Employment Agreement attached to this Form 8-K as Exhibits 10.4 and 10.5, respectively, and incorporated herein by reference.

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

The applicable information contained above under Items 1.01 and 3.03 of this Form 8-K with respect to the Certificate of Designation and its filing with the Secretary of State of the State of Nevada is hereby incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
3.1	Certificate of Designation of Preferences, Rights and Limitations of Series J Preferred Shares
10.1	Securities Purchase Agreement by and between the Company and the Investor, dated July 28, 2026.
10.2	Registration Rights Agreement by and between the Company and the Investor, dated July 28, 2026.
10.3	Voting Agreement by and between the Company and the Investor, dated July 28, 2026.
10.4	Executive Employment Agreement by and between the Company and Chia-Lin Simmons, executed July 27, 2026
10.5	Executive Employment Agreement by and between the Company and Mark Archer, effective as of July 27, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

Date: July 30, 2026

LogicMark, Inc.

By: /s/ Mark Archer

Name: Mark Archer

Title: Chief Financial Officer

Docusign Envelope ID: D6EEEE9A-A709-89F6-80F1-AE6F9E1A0066

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

Certificate, Amendment or Withdrawal of Designation

NRS 78.1955, 78.1955(6)

☒ **Certificate of Designation**

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

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

☐ **Certificate of Withdrawal of Certificate of Designation**

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

1. Entity information:	Name of entity: LogicMark, Inc. Entity or Nevada Business Identification Number (NVID): NV20232804130
2. Effective date and time:	For Certificate of Designation or Amendment to Designation Only (Optional): Date: Time: (must not be later than 90 days after the certificate is filed)
3. Class or series of stock: (Certificate of Designation only)	The class or series of stock being designated within this filing: Series J Convertible Preferred Stock
4. Information for amendment of class or series of stock:	The original class or series of stock being amended within this filing:
5. Amendment of class or series of stock:	☐ Certificate of Amendment to Designation- Before Issuance of Class or Series As of the date of this certificate no shares of the class or series of stock have been issued. ☐ Certificate of Amendment to Designation- After Issuance of Class or Series The amendment has been approved by the vote of stockholders holding shares in the corporation entitling them to exercise a majority of the voting power, or such greater proportion of the voting power as may be required by the articles of incorporation or the certificate of designation.
6. Resolution: Certificate of Designation and Amendment to Designation only)	By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes OR amends the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.* See Certificate of Designation of Rights, Preferences and Limitations for Series J Convertible Preferred Stock attached hereto.
7. Withdrawal:	Designation being Withdrawn: Date of Designation: No shares of the class or series of stock being withdrawn are outstanding. The resolution of the board of directors authorizing the withdrawal of the certificate of designation establishing the class or series of stock: *
8. Signature: (Required)	X DocuSigned by: [signature] 787189B6665F4D1... Signature of Officer Date: 07/28/2026

* Attach additional page(s) if necessary

This form must be accompanied by appropriate fees.

LOGICMARK, INC.

CERTIFICATE
OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES J CONVERTIBLE PREFERRED STOCK

PURSUANT TO SECTION 78.1955
OF THE NEVADA REVISED STATUTES

LogicMark, Inc., a corporation organized and existing under the Nevada Revised Statutes (the "Corporation"), is authorized to issue 80,000,000 shares of blank check preferred stock, 2,000 shares of which are designated as Series C Non-Convertible Voting Preferred Stock, one (1) share of which is outstanding.

The following resolutions were duly adopted by the board of directors of the Corporation (the "Board of Directors"):

WHEREAS, Article IV of the Corporation's articles of incorporation (the "Articles of Incorporation") authorizes the Corporation to issue 80,000,000 shares of "blank check" preferred stock, $0.0001 par value per share, issuable from time to time in one or more series;

WHEREAS, the Board of Directors is authorized to fix the dividend rights, dividend rate, voting rights, conversion rights, rights and terms of redemption, and liquidation preferences of any wholly unissued series of preferred stock and the number of shares constituting any series and the designation thereof, of any of them; and

WHEREAS, it is the desire of the Board of Directors, pursuant to its authority as aforesaid, to fix the rights, preferences, restrictions, and other matters relating to a series of the preferred stock, which shall consist of 250,000 shares of the preferred stock which the Corporation has the authority to issues, as follows:

NOW THEREFORE BE IT RESOLVED**,** that the Board of Directors, pursuant to its authority as aforesaid, does hereby provide for the issuance of a series of preferred stock for cash or exchange of other securities, rights or property and does hereby fix and determine the rights, preferences, restrictions and other matters relating to such series of preferred stock as follows:

TERMS OF SERIES J PREFERRED STOCK

1. Definitions. For purposes of this Certificate of Designation, the following definitions shall apply and shall be equally applicable to both the singular and plural forms of the defined terms:

1.1. "Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act.

1.2. “Attribution Parties” shall have the meaning set forth in Section 6.5.

1.3. “Beneficial Ownership Limitation” shall have the meaning set forth in Section 6.5.

1.4. “Business Day” means any day other than Saturday, Sunday, or other day on which commercial banks in the City of New York are authorized or required by law to remain closed; provided that banks shall not be deemed to be authorized or obligated to be closed due to a “shelter in place,” “non-essential employee” or similar closure of physical branch locations at the direction of any governmental authority if such banks’ electronic funds transfer systems (including for wire transfers) are open for use by customers on such day.

1.5. “Buy-In” shall have the meaning set forth in Section 6.4(D).

1.6. “Certificate of Designation” means this Certificate of Designation of preferences, rights, and limitation of the Series J Preferred Stock.

1.7. “Commission” means the United States Securities and Exchange Commission.

1.8. “Common Stock” means the Corporation’s common stock, par value $0.0001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

1.9. “Common Stock Equivalents” means any securities of the Corporation or the Corporation’s subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

1.10. “Conversion Date” shall have the meaning set forth in Section 6.1.

1.11. “Conversion Price” shall have the meaning set forth in Section 6.2.

1.12. “Conversion Shares” means, collectively, the shares of Common Stock issuable upon conversion of the shares of Series J Preferred Stock in accordance with the terms thereof.

1.13. “Event of Default” shall have the meaning set forth in Section 8.1

1.14. “Event of Default Notice” shall have the meaning set forth in Section 8.2.

1.15. “Event of Default Right Commencement Date” shall have the meaning set forth in Section 8.2.

1.16. “Event of Default Right Expiration Date” shall have the meaning set forth in Section 8.2.

1.17. “Event of Default Redemption Right Period” shall have the meaning set forth in Section 8.2.

1.18. "Event of Default Redemption Notice" shall have the meaning set forth in Section 8.2.

1.19. "Event of Default Redemption Price" shall have the meaning set forth in Section 8.2.

1.20. "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

1.21. "Fundamental Transaction" shall have the meaning set forth in Section7.4.

1.22. "GAAP" means United States generally accepted accounting principles.

1.23. "Holder" shall have the meaning set forth in Section 2.

1.24. "Liquidation" shall have the meaning set forth in Section 5.

1.25. "Notice of Conversion" shall have the meaning set forth in Section 6.1.

1.26. "Original Issue Date" means the date of the first issuance of any shares of the Series J Preferred Stock regardless of the number of transfers

1.27. "Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency of subdivision thereof) or other entity of any kind.

1.28. "Series J Preferred Stock" shall have the meaning set forth in Section 2.

1.29. "Share Delivery Date" shall have the meaning set forth in Section 6.4(A).

1.30. "Stated Value" shall have the meaning set forth in Section 2.

1.31. "Subsidiary" means any direct or indirect subsidiary of the Corporation as set and shall, where applicable, also include any direct or indirect subsidiary of the Corporation formed or acquired after the Original Issue Date.

1.32. "Traded Price" means, for any security as of any date, the lowest intraday price per security at which such security traded on such date on the Trading Market where such security is listed or traded as reported by Bloomberg, or if the foregoing does not apply, the lowest intraday price per security of such security in the over-the-counter market on the electronic bulletin board as reported by Bloomberg.

1.33. "Trading Day" means a day on which the principal Trading Market is open for business.

1.34. "Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the over-the-counter market operated by the OTC Market Group, Inc., the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, or the New York Stock Exchange (or any successors to any of the foregoing).

1.35. "Transfer Agent" means Nevada Agency & Transfer Company, with an address at 50 West Liberty Street, Reno, NV 89501, telephone number is (775) 322-0626, and any successor transfer agent of the Corporation.

2. Designation, Amount and Par Value. The shares of such series shall be designated as "Series J Convertible Preferred Stock", $0.0001 par value per share (the "Series J Preferred Stock"), and the number of shares constituting such series shall be 250,000 (which shall not be subject to increase without written consent of all of the holders of the Series J Preferred Stock (each, a "Holder" and collectively, the "Holders")). Each share of Series J Preferred Stock shall have a stated value equal to $1.28 (the "Stated Value").

3. Rank. The Series J Preferred Stock shall, with respect to dividend and redemption rights and rights upon liquidation, dissolution or winding up of the Company, rank senior to all classes or series of shares of Common Stock. The Series J Preferred Stock shall rank junior to the Company's Series C Preferred Stock, par value $0.0001 per share (the "Series C Preferred Stock").

4. Dividends. Holders shall not be entitled to receive, and the Corporation shall not pay dividends on shares of Series J Preferred Stock.

5. Voting Rights. The Series J Preferred Stock and the holders of the Common Stock shall vote together as a single class on all actions to be taken by the stockholders of the Corporation. At all meetings of the stockholders of the Corporation and in the case of any actions of stockholders in lieu of a meeting, the holders of Series J Preferred Stock as a class shall have an aggregate number of votes on all matters submitted to the stockholders that is equal to the product of (i) the number of shares of Series J Preferred Stock issued and outstanding multiplied by (ii) 2.0. In addition, as long as any shares of Series J Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote of the Holders of a majority of the then outstanding shares of the Series J Preferred Stock, (a) alter or change adversely the powers, preferences, or rights given to the Series J Preferred Stock or alter or amend this Certificate of Designation, (b) amend its articles of incorporation or other charter documents in any manner that adversely affects any rights of the Holders, (c) increase the number of authorized shares of Series J Preferred Stock, or (d) enter into any agreement with respect to any of the foregoing.

6. Liquidation. Upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the Holders shall be entitled to receive out of the assets, whether capital or surplus, of the Corporation the greater of the following amounts: (a) the aggregate Stated Value of the shares of Series J Preferred Stock; or (b) the amount the Holder would be entitled to receive if the Series J Preferred Stock were fully converted (disregarded for such purposes any conversion limitations hereunder) to Common Stock which amounts shall be paid pari passu with all holders of Common Stock. The Corporation shall mail written notice of any such Liquidation, not less than forty-five (45) days prior to the payment date stated therein, to each Holder.

7. Conversion. The holders of the Series J Preferred Stock shall have the following conversion rights (the "Conversion Rights"):

7.1. Optional Conversion of the Preferred Stock. The shares of Series J Preferred Stock shall be convertible, at any time after October 30, 2026, at the option of the Holder thereof, into that number of shares of Common Stock (subject to the limitations set forth in Section 6.5) determined by dividing (i) one hundred fifty percent (150%) of the aggregate Stated Value of the Series J Preferred Stock by (ii) the Conversion Price. Holders shall effect conversions by providing the Corporation with the form of conversion notice attached hereto as Annex A (a "Notice of Conversion"). Each Notice of Conversion shall specify the number of shares of Series J Preferred Stock to be converted, the number of shares of Series J Preferred Stock owned prior to the conversion at issue, the number of shares of Series J Preferred Stock owned subsequent to the conversion at issue and the date on which such conversion is to be effected, which date may not be prior to the date the applicable Holder delivers by facsimile or email such Notice of Conversion to the Corporation (such date, the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion to the Corporation is deemed delivered hereunder. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required. The calculations and entries set forth in the Notice of Conversion shall control in the absence of manifest or mathematical error. To effect conversions of shares of Series J Preferred Stock, a Holder shall not be required to surrender the certificate(s) representing the shares of Series J Preferred Stock to the Corporation unless all of the shares of Series J Preferred Stock represented thereby are so converted, in which case such Holder shall deliver the certificate representing such shares of Series J Preferred Stock promptly following the Conversion Date at issue. Shares of Series J Preferred Stock converted into Common Stock or redeemed in accordance with the terms hereof shall be canceled, shall resume the status of authorized but unissued shares of preferred stock and shall not be reissued as Series J Preferred Stock.

7.2. Conversion Price. The conversion price for the Series J Preferred Stock shall equal fifty percent (50%) multiplied by the lowest Traded Price during the thirty (30) Trading Days immediately prior to the delivery of a Conversion Notice (the "Conversion Price"), subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations, and other similar transactions of the Common Stock that occur after the Original Issue Date as set forth in Section 6.6 hereof.

7.3. Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Series J Preferred Stock, and the number of shares of Common Stock to be issued shall be determined by rounding to the nearest whole share (a half share being treated as a full share for this purpose). Such conversion shall be determined on the basis of the total number of shares of Series J Preferred Stock the holder is at the time converting into Common Stock and such rounding shall apply to the number of shares of Common Stock issuable upon such aggregate conversion.

7.4. Mechanics of Conversion.

A. Share Delivery. Not later than the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined below) after each Conversion Date (the "Share Delivery Date"), the Corporation shall deliver, or cause to be delivered, to the converting Holder, Conversion Shares which shall be free of restrictive legends and trading restrictions representing the number of Conversion Shares being acquired upon the conversion of the Series J Preferred Stock. On any date of delivery of Conversion Shares, the Corporation shall use its best efforts to deliver the Conversion Shares required to be delivered by the Corporation and any additional shares of Common Stock in payment of accrued and unpaid dividends, as applicable under this Section 6 electronically through the Depository Trust Company or another established clearing corporation performing similar functions. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Corporation's primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Notice of Conversion or on the date of a mandatory conversion, as applicable. Notwithstanding the foregoing, with respect to any Notice(s) of Conversion delivered by 9:00 a.m. (New York City time) on the Original Issue Date, the Corporation agrees to deliver the Conversion Shares subject to such notice(s) by 4:00 p.m. (New York City time) on the Original Issue Date, and the Original Issue Date being deemed the "Share Delivery Date" with respect to any such Notice(s) of Conversion.

B. Failure to Deliver Conversion Shares. If, in the case of any Notice of Conversion, such Conversion Shares are not delivered to or as directed by the applicable Holder by the Share Delivery Date, the Holder shall be entitled to elect by written notice to the Corporation at any time on or before its receipt of such Conversion Shares, to rescind such Conversion, in which event the Corporation shall promptly return to the Holder any original Series J Preferred Stock certificate delivered to the Corporation and the Holder shall promptly return to the Corporation the Conversion Shares issued to such Holder pursuant to the rescinded Notice of Conversion.

C. Obligation Absolute; Partial Liquidated Damages. The Corporation's obligation to issue and deliver the Conversion Shares upon conversion of shares Series J Preferred Stock in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by a Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by such Holder or any other Person of any obligation to the Corporation or any violation or alleged violation of law by such Holder or any other person, and irrespective of any other circumstance which might otherwise limit such obligation of the Corporation to such Holder in connection with the issuance of such Conversion Shares; provided, however, that such delivery shall not operate as a waiver by the Corporation of any such action that the Corporation may have against such Holder. In the event a Holder shall elect to convert any or all of the Stated Value of its Series J Preferred Stock, the Corporation may not refuse conversion based on any claim that such Holder or any one associated or affiliated with such Holder has been engaged in any violation of law, agreement or for any other reason, unless an injunction from a court, on notice to Holder, restraining and/or enjoining conversion of all or part of the Series J Preferred Stock of such Holder shall have been sought and obtained, and the Corporation posts a surety bond for the benefit of such Holder in the amount of 250% of the Stated Value of Series J Preferred Stock which is subject to the injunction, which bond shall remain in effect until the completion of arbitration/litigation of the underlying dispute and the proceeds of which shall be payable to such Holder to the extent it obtains judgment. In the absence of such injunction, the Corporation shall issue Conversion Shares and, if applicable, cash, upon a properly noticed conversion. If the Corporation fails to deliver to a Holder such Conversion Shares pursuant to Section 6.4(A) by the Share Delivery Date applicable to such conversion, the Corporation shall pay to such Holder, in cash, as liquidated damages and not as a penalty, for each $5,000 of Stated Value of Series J Preferred Stock being converted, $50 per Trading Day (increasing to $100 per Trading Day on the third Trading Day and increasing to $200 per Trading Day on the sixth Trading Day after such damages begin to accrue) for each Trading Day after the Share Delivery Date until such Conversion Shares are delivered or Holder rescinds such conversion. Nothing herein shall limit a Holder's right to pursue actual damages for the Corporation's failure to deliver Conversion Shares within the period specified herein and such Holder shall have the right to pursue all remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. The exercise of any such rights shall not prohibit a Holder from seeking to enforce damages pursuant to any other Section hereof or under applicable law.

D. Compensation for Buy-In on Failure to Timely Deliver Conversion Shares Upon Conversion. In addition to any other rights available to the Holder, if the Corporation fails for any reason to deliver to a Holder the applicable Conversion Shares by the Share Delivery Date pursuant to Section 6.4(A), and if after such Share Delivery Date such Holder is required by its brokerage firm to purchase (in an open market transaction or otherwise), or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by such Holder of the Conversion Shares which such Holder was entitled to receive upon the conversion relating to such Share Delivery Date (a "Buy-In"), then the Corporation shall (A) pay in cash to such Holder (in addition to any other remedies available to or elected by such Holder) the amount, if any, by which (x) such Holder's total purchase price (including any brokerage commissions) for the Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that such Holder was entitled to receive from the conversion at issue multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of such Holder, either reissue (if surrendered) the shares of Series J Preferred Stock equal to the number of shares of Series J Preferred Stock submitted for conversion (in which case, such conversion shall be deemed rescinded) or deliver to such Holder the number of shares of Common Stock that would have been issued if the Corporation had timely complied with its delivery requirements under Section 6.4(A). For example, if a Holder purchases shares of Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted conversion of shares of Series J Preferred Stock with respect to which the actual sale price of the Conversion Shares (including any brokerage commissions) giving rise to such purchase obligation was a total of $10,000 under clause (A) of the immediately preceding sentence, the Corporation shall be required to pay such Holder $1,000. The Holder shall provide the Corporation with written notice indicating the amounts payable to such Holder in respect of the Buy-In and, upon request of the Corporation, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Corporation's failure to timely deliver Conversion Shares upon conversion of the shares of Series J Preferred Stock as required pursuant to the terms hereof.

E. Transfer Taxes and Expenses. The issuance of Conversion Shares on conversion of the Series J Preferred Stock, shall be made without charge to any Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such Conversion Shares, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such Conversion Shares upon conversion in a name other than that of the Holders of such shares of Series J Preferred Stock and the Corporation shall not be required to issue or deliver such Conversion Shares unless or until the Person or Persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid. The Corporation shall pay all Transfer Agent fees required for same-day processing of any Notice of Conversion and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Conversion Shares.

7.5. Beneficial Ownership Limitation. Except as set forth in Section 7.4 below, the Corporation shall not effect any conversion of the Series J Preferred Stock, and a Holder shall not have the right to convert any portion of the Series J Preferred Stock, to the extent that, after giving effect to the conversion set forth on the applicable Notice of Conversion, such Holder (together with such Holder's Affiliates, and any Persons acting as a group together with such Holder or any of such Holder's Affiliates (such Persons, "Attribution Parties")) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by such Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of the Series J Preferred Stock with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which are issuable upon (i) conversion of the remaining, unconverted Stated Value of Series J Preferred Stock beneficially owned by such Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Corporation subject to a limitation on conversion or exercise analogous to the limitation contained herein (including, without limitation, the Series J Preferred Stock) beneficially owned by such Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 6.5, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. To the extent that the limitation contained in this Section 6.5 applies, the determination of whether the Series J Preferred Stock is convertible (in relation to other securities owned by such Holder together with any Affiliates and Attribution Parties) and of how many shares of Series J Preferred Stock are convertible shall be in the sole discretion of such Holder, and the submission of a Notice of Conversion shall be deemed to be such Holder's determination of whether the shares of Series J Preferred Stock may be converted (in relation to other securities owned by such Holder together with any Affiliates and Attribution Parties) and how many shares of the Series J Preferred Stock are convertible, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, each Holder will be deemed to represent to the Corporation each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Corporation shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 6.5, in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) the Corporation's most recent periodic or annual report filed with the Commission, as the case may be, (ii) a more recent public announcement by the Corporation or (iii) a more recent written notice by the Corporation or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request (which may be via email) of a Holder, the Corporation shall within two Trading Days confirm orally and in writing to such Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation, including the Series J Preferred Stock, by such Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% (or, upon election by a Holder prior to the issuance of any shares of Series J Preferred Stock, 9.99%) of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of Series J Preferred Stock held by the applicable Holder. A Holder, upon notice to the Corporation, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 6.5 applicable to its Series J Preferred Stock provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon conversion of the Series J Preferred Stock held by the Holder and the provisions of this Section 6.5 shall continue to apply. Any such increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Corporation and shall only apply to such Holder and no other Holder. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 6.5 to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of Series J Preferred Stock.

7.6. Certain Adjustments.

A. Stock Dividends and Stock Splits. If the Corporation, at any time while the Series J Preferred Stock is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any other Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation upon conversion of the Series J Preferred Stock), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Corporation, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Corporation) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section 6.6(A) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

B. Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 6.6(A) above, if at any time the Corporation grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of such Holder's Series J Preferred Stock (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

C. Calculations. All calculations under this Section 6 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 6, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Corporation) issued and outstanding.

D. Notice to Holders. Whenever the Conversion Price is adjusted pursuant to any provision of this Section 6, the Corporation shall promptly deliver to each record Holder by facsimile or email a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

8. Redemption.

8.1. Generally. The Series J Preferred Stock is perpetual and has no maturity date. On October 30, 2026, each record Holder shall have a one-time option to direct the Corporation to redeem each share of Series J Preferred Stock in exchange for a cash payment equal to the Stated Value thereof (the "Redemption Price"). At any time on or before October 30, 2026, the Company shall have the option to repurchase each share of Series J Preferred Stock from each record Holder in exchange for a cash payment equal to the Redemption Price. Any redemption pursuant to this Section 7 shall be on an all-or-nothing basis.

8.2. Notice of Redemption. Notice of every redemption of shares of Series J Preferred Stock shall be given to the Holders or the Corporation in the manner provided for notices in Section 9 hereafter. Such mailing shall be at least ten (10) days and not more than twenty (20) days before the date fixed for redemption. Any notice sent as provided in this subsection shall be conclusively presumed to have been duly given, whether or not the Holder or the Corporation receives such notice, but failure duly to give such notice by mail, or any defect in such notice or in the mailing thereof, to any Holder of shares of Series J Preferred Stock designated for redemption shall not affect the validity of the proceedings for the redemption of any other shares of Series J Preferred Stock. Notwithstanding the foregoing, if the Series J Preferred Stock are issued in book-entry form through DTC or any other similar facility, DTC or such other facility will provide notice of redemption by any authorized method to Holders of record of the applicable shares of Series J Preferred Stock not less than ten (10), nor more than twenty (20), days prior to the date fixed for redemption of the shares of Series J Preferred Stock. Each notice of redemption given to a Holder or the Corporation shall state: (1) the redemption date; (2) the number of shares of Series J Preferred Stock to be redeemed and, if less than all the shares held by such Holder are to be redeemed, the number of such shares of Series J Preferred Stock to be redeemed from such Holder; (3) the Redemption Price; and (4) the place or places where certificates for such shares are to be surrendered for payment of the Redemption Price. Any notice of redemption provided by the Holders shall provide the Corporation with no less than ten (10) days' notice of their Redemption request.

8.3. Effectiveness of Redemption. If notice of redemption has been duly given, and the Redemption Price has been paid, then, notwithstanding that any certificate for any share so called for redemption has not been surrendered for cancellation, if shares of Series J Preferred Stock are issued in certificated form, on and after the later of (a) payment of the Redemption Price, or (b) the date of redemption, all shares so called for redemption shall no longer be deemed outstanding and all rights with respect to such shares shall forthwith on such redemption date cease and terminate

8.4. Fundamental Transaction. If, at any time while the Series J Preferred Stock is outstanding, (i) the Corporation, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Corporation with or into another Person, (ii) the Corporation, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Corporation or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Corporation, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Corporation, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "Fundamental Transaction"), then, subject to Section 6.6 hereof, immediately prior to the closing of any such Fundamental Transaction, each share of issued and outstanding Series J Preferred Stock shall automatically convert into shares of Common Stock at a ratio of 1-to-0.976, such that the 250,000 shares of Series J Preferred Stock shall convert into 244,000 shares of Common Stock (the "Conversion Shares"), notwithstanding the limitation set forth in Section 6.5 hereof.

8.5. Make-Whole Payment; Liquidated Damages. In the event of a Fundamental Transaction pursuant to Section 7.4, if the total consideration to be received by the Holders collectively for the Conversion Shares in connection with such Fundamental Transaction (the "Fundamental Transaction Consideration") is less than $320,000, then the Corporation shall, prior to or simultaneous with the closing of such Fundamental Transaction, pay to the Holders an amount equal to the difference between the $320,000 and the Fundamental Transaction Consideration (such payment, the "Make-Whole Payment"). If the Corporation fails to deliver to the Holders the Make-Whole Payment pursuant to this Section 7.5 within fifteen (15) business days following the closing of such a Fundamental Transaction, the Corporation shall pay to the Holders, in cash, as liquidated damages and not as a penalty, $500,000.

9. Rights Upon Event of Default.

9.1. Event of Default. Each of the following events shall constitute an "Event of Default":

A. the suspension from trading or the failure (or threatened failure) of the Common Shares to be trading or listed (as applicable) on the Trading Market for any period of time;

B. the Corporation's failure to pay any other amount when and as due under this Certificate of Designations (including, without limitation, the Corporation's failure to pay any redemption payments or other amounts hereunder), or any other agreement, document, certificate, or other instrument delivered in connection with the Series J Preferred Stock, solely to the extent such failure remains uncured for a period of at least five (5) Trading Days;

C. bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for the relief of debtors shall be instituted by or against the Corporation or any Subsidiary and, if instituted against the Corporation or any Subsidiary by a third party, shall not be dismissed within thirty (30) days of their initiation;

D. the occurrence of any default under, redemption of, or acceleration prior to maturity of at least an aggregate of $500,000 of Indebtedness of the Corporation or any of its Subsidiaries;

E. the commencement by the Corporation or any Subsidiary of a voluntary case or proceeding under any applicable federal, state or foreign bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by it to the entry of a decree, order, judgment or other similar document in respect of the Corporation or any Subsidiary in an involuntary case or proceeding under any applicable federal, state or foreign bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any applicable federal, state or foreign law, or the consent by it to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Corporation or any Subsidiary or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the execution of a composition of debts, or the occurrence of any other similar federal, state or foreign proceeding, or the admission by it in writing of its inability to pay its debts generally as they become due, the taking of corporate action by the Corporation or any Subsidiary in furtherance of any such action or the taking of any action by any Person to commence a Uniform Commercial Code foreclosure sale or any other similar action under federal, state or foreign law;

F. the entry by a court of (i) a decree, order, judgment, or other similar document in respect of the Corporation or any Subsidiary of a voluntary or involuntary case or proceeding under any applicable federal, state or foreign bankruptcy, insolvency, reorganization, or other similar law or (ii) a decree, order, judgment or other similar document adjudging the Corporation or any Subsidiary as bankrupt or insolvent, or approving as properly filed a petition seeking liquidation, reorganization, arrangement, adjustment or composition of or in respect of the Corporation or any Subsidiary under any applicable federal, state or foreign law or (iii) a decree, order, judgment or other similar document appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Corporation or any Subsidiary or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree, order, judgment or other similar document or any such other decree, order, judgment or other similar document unstayed and in effect for a period of thirty (30) consecutive days; and

G. other than as specifically set forth in another clause of this Section 8.1, the Corporation or any Subsidiary breaches any representation or warranty in any material respect (other than the representations or warranties subject to material adverse effect or materiality, which may not be breached in any respect) or any covenant or other term or condition of any agreement, document, certificate, or other instrument delivered in connection with the Series J Preferred Stock, except, in the case of a breach of a covenant or other term or condition that is curable, only if such breach remains uncured for a period of five (5) consecutive Trading Days.

9.2. Notice of an Event of Default; Redemption Right. Upon the occurrence of an Event of Default, the Corporation shall within one (1) Business Day, deliver written notice thereof via electronic mail and overnight courier (with next day delivery specified) (an "Event of Default Notice") to the Holder. At any time after the earlier of the Holder's receipt of an Event of Default Notice and the Holder becoming aware of the occurrence of an Event of Default (such earlier date, the "Event of Default Right Commencement Date") and ending (such ending date, the "Event of Default Right Expiration Date", and each such period, an "Event of Default Redemption Right Period") on the twentieth (20th) Trading Day after the later of (x) the date such Event of Default is cured and (y) the Holder's receipt of an Event of Default Notice that includes (I) a reasonable description of the applicable Event of Default, (II) a certification as to whether, in the opinion of the Corporation, such Event of Default is capable of being cured and, if applicable, a reasonable description of any existing plans of the Corporation to cure such Event of Default and (III) a certification as to the date the Event of Default occurred and, if cured on or prior to the date of such Event of Default Notice, the applicable Event of Default Right Expiration Date, the Holder may require the Corporation to redeem (regardless of whether such Event of Default has been cured on or prior to the Event of Default Right Expiration Date) all or any portion of the Series J Preferred Stock by delivering written notice thereof (the "Event of Default Redemption Notice") to the Company, which Event of Default Redemption Notice shall indicate the portion of this Series J Preferred Stock the Holder is electing to redeem. The shares of Series J Preferred Stock subject to redemption by the Corporation pursuant to this Section 8.2 shall be redeemed by the Corporation at a price equal to one hundred twenty (120%) of the Stated Value thereof (the "Event of Default Redemption Price"). In the event of the Corporation's redemption of Series J Preferred Stock under this Section 8.2, the Holder's damages would be uncertain and difficult to estimate because of the parties' inability to predict future interest rates and the uncertainty of the availability of a suitable substitute investment opportunity for the Holder. Accordingly, any redemption premium due under this Section 8.2 is intended by the parties to be, and shall be deemed, a reasonable estimate of the Holder's actual loss of its investment opportunity and not as a penalty. Any redemption upon an Event of Default shall not constitute an election of remedies by the Holder, and all other rights and remedies of the Holder shall be preserved.

10. Miscellaneous.

10.1. Notices. Any and all notices or other communications or deliveries to be provided by the Holders or the Corporation hereunder including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service, addressed to (i) the Corporation at the address set forth above Attention: Mark Archer, Chief Financial Officer, email address legal@logicmark.com, or such other email address or address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 9 or (ii) the applicable Holder at the most current address for such Holder, in the Corporation's records, or such other email address or address as such Holder may specify for such purposes by notice to the Corporation delivered in accordance with this Section 9. Any and all notices or other communications or deliveries to be provided by the Corporation or the Holders hereunder shall be in writing and delivered personally, by email, or sent by a nationally recognized overnight courier service addressed to each record Holder or at the email address or address of such Holder appearing on the books of the Corporation or to the Corporation at the address set forth above. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the time of transmission, if such notice or communication is delivered via facsimile at the facsimile number or email at the email address set forth in this Section 9 prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the time of transmission, if such notice or communication is delivered via facsimile at the facsimile number or email at the email address set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

10.2. Waiver. Any waiver by the Corporation or a holder of Series J Preferred Stock of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other such holders. The failure of the Corporation or a holder of this Series J Preferred Stock to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

10.3. Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, I have executed this Certificate and do affirm the foregoing as true under the penalties of perjury this 28th day of July 2026.

LOGICMARK, INC.

By: /s/ Mark Archer

Name: Mark Archer

Title: Chief Financial Officer

ANNEX A

FORM OF NOTICE OF CONVERSION

Reference is made to the Certificate of Designation of the Series J Preferred Stock of LogicMark, Inc. (the "**Certificate of Designation**"). In accordance with and pursuant to the Certificate of Designation, the undersigned hereby elects to convert the number of shares of Series J Preferred Stock, $0.0001 par value per share (the "**Preferred Shares**"), of LogicMark, Inc., a Nevada corporation (the "**Corporation**"), indicated below into shares of common stock, $0.0001 value per share (the "**Common Stock**"), of the Corporation, as of the date specified below.

Date of Conversion: ____________________

Aggregate number of Preferred Shares to be converted ____________________

Aggregate Stated Value of such Preferred Shares to be converted: ____________________

AGGREGATE CONVERSION AMOUNT TO BE CONVERTED: ____________________

Please confirm the following information:

Conversion Price: ____________________

Number of shares of Common Stock to be issued: ____________________

Please issue the Common Stock into which the applicable Preferred Shares are being converted to Holder, or for its benefit, as follows:

☐ Check here if requesting delivery as a certificate to the following name and to the following address:

Issue to: ____________________

____

____

☐ Check here if requesting delivery by Deposit/Withdrawal at Custodian as follows:

DTC Participant: ____________________

DTC Number: ____________________

Account Number: ____________________

Date: ____________ ____, ________

____

Name of Registered Holder

By: ____________________

Name:

Title:

Tax ID: ____________________

Facsimile: ____________________

E-mail Address:

Exhibit 10.1

SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this "Agreement"), is made as of July 28, 2026 (the "Effective Date"), by and among LogicMark, Inc. a Nevada corporation (the "Company"), and White Lion Capital LLC, a Nevada limited liability company (the "Purchaser").

The parties hereby agree as follows:

1. Purchase and Sale of Preferred Stock.

1.1 Sale and Issuance of Preferred Stock.

(a) The Company shall adopt and file with the Secretary of State of the State of Nevada on or before the Closing (as defined below) the certificate of designation (the "Certificate of Designation") in the form of Exhibit A attached to this Agreement.

(b) Subject to the terms and conditions of this Agreement, Purchaser agrees to purchase at the Closing and the Company agrees to sell and issue to Purchaser at the Closing, 250,000 shares of Series J Preferred Stock, $0.0001 par value per share (the "Preferred Shares") at a purchase price of $1.00 per share (the "Purchase Price"). Such Preferred Shares shall be convertible into Common Shares (as defined below) (the Common Shares issuable upon the conversion of the Preferred Shares, collectively, the "Conversion Shares"). The Preferred Shares and the Conversion Shares are collectively referred to herein as the "Securities."

1.2 Closing; Delivery.

(a) The purchase and sale of the Preferred Shares (the "Closing") shall take place remotely via the exchange of documents and signatures, on the date of this Agreement at such time as is mutually agreed upon, orally or in writing, by the Company and the Purchaser (the "Closing Date").

(b) At the Closing, the Company shall deliver to Purchaser a certificate representing the Preferred Shares being purchased by Purchaser at the Closing against payment of the Purchase Price therefor by wire transfer to a bank account designated by the Company.

(c) At the Closing, the parties hereto shall execute and deliver a Registration Rights Agreement, in the form attached hereto as Exhibit B (the "Registration Rights Agreement"), pursuant to which the Company has agreed to provide certain registration rights with respect to the Registrable Securities (as defined in the Registration Rights Agreement), under the Securities Act and the rules and regulations promulgated thereunder, and applicable state securities laws.

1.3 Defined Terms Used in this Agreement. In addition to the terms defined above, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

(a) "Affiliate" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or investment fund now or hereafter existing that is controlled by one or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such Person.

(b) "Code" means the Internal Revenue Code of 1986, as amended.

(c) "Common Share Equivalents" means any securities of the Company or the Company's subsidiaries which would entitle the holder thereof to acquire at any time Common Shares, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Shares.

(d) "Lock-Up Agreement" means the Lock-Up Agreement among the Company and the Purchaser, dated as of the date of the Closing.

(e) "Person" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(f) "Rule 144" has the meaning set forth in Section 3.5 hereof.

(g) "SEC" means the United States Securities and Exchange Commission.

(h) "SEC Reports" has the meaning set forth in Section 2.9 hereof.

(i) "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(j) "Trading Market" means any of the following markets or exchanges on which the Common Shares are listed or quoted for trading on the date in question: the over-the-counter market operated by the OTC Market Group, Inc., the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, or the New York Stock Exchange (or any successors to any of the foregoing).

(k) "Transaction Agreements" means this Agreement, Registration Rights Agreement, the Lock-up Agreement, the Transfer Agent Instruction Letter, and the Voting Agreement.

(l) "Transfer Agent Instruction Letter" shall have the meaning assigned to such term in Section 4.4.

(m) "Voting Agreement" means the Voting Agreement among the Company, the Purchaser and certain other stockholders of the Company, dated as of the date of the Closing.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to Purchaser that:

2.1 Organization and Qualification. The Company is duly organized and validly existing and in good standing under the laws of the jurisdiction in which it is formed, and has the requisite power and authority to own its properties and to carry on its business as now being conducted and as presently proposed to be conducted. The Company is duly qualified as a foreign entity to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not reasonably be expected to have a Material Adverse Effect (as defined below). As used in this Agreement, "Material Adverse Effect" means any material adverse effect on (i) the business, properties, assets, liabilities, operations (including results thereof), condition (financial or otherwise) or prospects of the Company, individually or taken as a whole, (ii) the transactions contemplated hereby or in any of the other Transaction Agreements or any other agreements or instruments to be entered into in connection herewith or therewith, or (iii) the authority or ability of the Company to perform any of its obligations under any of the Transaction Agreements; provided, however, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Company operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement; (vi) any changes in applicable Laws or accounting rules, including GAAP; or (vii) the public announcement, pendency or completion of the transactions contemplated by this Agreement.

2.2 Organizational Documents. The Company has furnished to the Purchaser true, correct, and complete copies of the Company's Articles of Incorporation, as amended and as in effect on the date hereof (the "Articles of Incorporation") and the Company's bylaws, as amended and as in effect on the date hereof (the "Bylaws").

2.3 Capitalization. The authorized capital of the Company consists, immediately prior to the Closing, of (i) 80,000,000 shares of preferred stock, $0.0001 par value, of which one share is issued and outstanding and (ii) 800,000,000 shares of common stock, $0.0001 par value (the "Common Shares"), of which 906,059 are issued and outstanding. All of the outstanding shares of capital stock have been duly authorized, are fully paid and nonassessable and were issued in compliance with all applicable federal and state securities laws. The capitalization of the Company as of the end of the period covered by its most recently filed periodic report under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act") was set forth in such periodic report. The Company has not issued any securities since its most recently filed periodic report under the Exchange Act, other than pursuant to the exercise of employee stock options under the Company's stock option plans, the issuance of Common Shares to employees pursuant to the Company's employee stock purchase plans and pursuant to the conversion and/or exercise of Common Share Equivalents outstanding as of the date of the most recently filed periodic report under the Exchange Act. Except as set forth in the SEC Reports, no Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Agreements. Except as set forth in the SEC Reports, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any Common Shares, or contracts, commitments, understandings or arrangements by which the Company is or may become bound to issue additional Common Shares or Common Share Equivalents. The issuance and sale of the Securities will not obligate the Company to issue any Common Shares or other securities to any Person (other than the Purchaser). Except as set forth in the SEC Reports, there are no outstanding securities or instruments of the Company with any provision that adjusts the exercise, conversion, exchange or reset price of such security or instrument upon an issuance of securities by the Company. Except as set forth in the SEC Reports, there are no outstanding securities or instruments of the Company that contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company is or may become bound to redeem a security of the Company. The Company does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any stockholder, the Board of Directors of the Company (the "Board of Directors") or others is required for the issuance and sale of the Securities. There are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

2.4 Subsidiaries. The Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement.

2.5 Authorization. All corporate action required to be taken by the Board of Directors and the Company's stockholders in order to authorize the Company to enter into the Transaction Agreements, and to issue the Preferred Shares at the Closing, has been taken. All action on the part of the officers of the Company necessary for the execution and delivery of the Transaction Agreements, the performance of all obligations of the Company under the Transaction Agreements to be performed as of the Closing, and the issuance and delivery of the Preferred Shares has been taken. The Transaction Agreements, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally; and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

2.6 Valid Issuance of Shares. The Preferred Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable state and federal securities laws and liens or encumbrances created by or imposed by a Purchaser. Assuming the accuracy of the representations of the Purchaser in Section 2.9 of this Agreement and subject to the filings described in Section 2.7 below, the Preferred Shares will be issued in compliance with all applicable federal and state securities laws.

2.7 Governmental Consents and Filings. Assuming the accuracy of the representations made by the Purchaser in Section 2.9 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for filings pursuant to applicable securities laws, which have been made or will be made in a timely manner.

2.8 Permits. The Company has all franchises, permits, licenses and any similar authority necessary for the conduct of its business, the lack of which could reasonably be expected to have a Material Adverse Effect. The Company is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

2.9 SEC Reports; Financial Statements. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the one year preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such materials) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company has never been an issuer subject to Rule 144(i) under the Securities Act. The financial statements of the Company included in the SEC Reports (the "Financial Statements") comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing. Such Financial Statements have been prepared in accordance with GAAP, except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited Financial Statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments. No other information provided by or on behalf of the Company to the Purchaser which is not included in the SEC Reports contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein not misleading, in the light of the circumstance under which they are or were made. The Company is not currently contemplating to amend or restate any of the Financial Statements (including, without limitation, any notes or any letter of the independent accountants of the Company with respect thereto), nor is the Company currently aware of facts or circumstances which would require the Company to amend or restate any of the Financial Statements, in each case, in order for any of the Financials Statements to be in compliance with GAAP and the rules and regulations of the SEC. The Company has not been informed by its independent accountants that they recommend that the Company amend or restate any of the Financial Statements or that there is any need for the Company to amend or restate any of the Financial Statements.

2.10 Material Changes; Undisclosed Events, Liabilities or Developments. Since the date of the latest audited financial statements included within the SEC Reports, except as set forth in the SEC Reports, (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or disclosed in filings made with the SEC, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock option plans. The Company does not have pending before the SEC any request for confidential treatment of information. Except for the issuance of the Securities contemplated by this Agreement or as set forth in the SEC Reports, to the knowledge of the Company, no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its business, prospects, properties, operations, assets or financial condition that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made that has not been publicly disclosed at least one (1) Trading Day prior to the date that this representation is made.

2.11 Compliance with Other Instruments. The Company is not in violation or default (i) of any provision of its articles of incorporation, any certificate of designation, or bylaws, (ii) of any instrument, judgement, order, writ, or decree, (iii) under any note, indenture or mortgage, or (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound, or (v) to its knowledge, of any provision of state statute, rule, or regulation applicable to the Company, the violation of which would have a Material Adverse Effect. The execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated by the Transaction Agreements will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either (i) a default under any such provision, instrument, judgment, order, writ, decree, contract or agreement; or (ii) an event which results in the creation of any lien, charge, or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company.

2.12 Sarbanes-Oxley; Internal Accounting Controls. The Company is in compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002, as amended that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the SEC thereunder that are effective as of the date hereof and as of the Closing Date. Except as set forth in the SEC Reports, the Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as set forth in the SEC Reports, the Company has established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Except as set forth in the SEC Reports, the Company's certifying officers have evaluated the effectiveness of the disclosure controls and procedures of the Company as of the end of the period covered by the most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Except as set forth in the SEC Reports, since the Evaluation Date, there have been no changes in the internal control over financial reporting (as such term is defined in the Exchange Act) of the Company that have materially affected, or is reasonably likely to materially affect, the internal control over financial reporting of the Company.

2.13 Registration Rights. Other than the Purchaser, no Person has any right to cause the Company to effect the registration under the Securities Act of any securities of the Company.

2.14 Listing and Maintenance Requirements. The Common Shares are registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Shares under the Exchange Act nor has the Company received any notification that the SEC is contemplating terminating such registration. The Company has not, in the 12 months preceding the date hereof, received notice from any Trading Market on which the Common Shares have been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market, which has not been resolved to the Trading Market's satisfaction. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with all such listing and maintenance requirements. The Common Shares are currently eligible for electronic transfer through the Depository Trust Company or another established clearing corporation and the Company is current in payment of the fees to the Depository Trust Company (or such other established clearing corporation) in connection with such electronic transfer.

2.15 Application of Takeover Protections. The Company and the Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's certificate of incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable to the Purchaser as a result of the Purchaser and the Company fulfilling their obligations or exercising their rights under the Transaction Agreements, including without limitation as a result of the Company's issuance of the Securities and the Purchaser's ownership of the Securities.

2.16 Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Agreements, the Company confirms that neither it nor any other Person acting on its behalf has provided the Purchaser or its agents or counsel with any information that it believes constitutes or might constitute material, non-public information. The Company understands and confirms that the Purchaser will rely on the foregoing representation in effecting transactions in securities of the Company. All of the disclosure furnished by or on behalf of the Company to the Purchaser regarding the Company, its business and the transactions contemplated hereby is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The press releases disseminated by the Company during the twelve months preceding the date of this Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made and when made, not misleading. The Company acknowledges and agrees that Purchaser does not make or has not made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 3 hereof.

2.17 No Integrated Offering. Assuming the accuracy of the Purchaser's representations and warranties set forth in Section 3.2, neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Securities to be integrated with prior offerings by the Company for purposes of (i) the Securities Act which would require the registration of any such securities under the Securities Act, or (ii) any applicable stockholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

2.18 Solvency. Based on the consolidated financial condition of the Company as of the Closing Date, after giving effect to the receipt by the Company of the proceeds from the sale of the Securities hereunder, (i) the fair saleable value of the Company's assets exceeds the amount that will be required to be paid on or in respect of the Company's existing debts and other liabilities (including known contingent liabilities) as they mature, (ii) the Company's assets do not constitute unreasonably small capital to carry on its business as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Company, consolidated and projected capital requirements and capital availability thereof, and (iii) the current cash flow of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its liabilities when such amounts are required to be paid. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). The Company has no knowledge of any facts or circumstances which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one year from the Closing Date. The SEC Reports sets forth as of the date thereof all outstanding secured and unsecured Indebtedness of the Company, or for which the Company has commitments. For the purposes of this Agreement, "Indebtedness" means (x) any liabilities for borrowed money or amounts owed in excess of $100,000 (other than trade accounts payable incurred in the ordinary course of business), (y) all guaranties, endorsements and other contingent obligations in respect of indebtedness of others, whether or not the same are or should be reflected in the Company's consolidated balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and (z) the present value of any lease payments in excess of $100,000 due under leases required to be capitalized in accordance with GAAP. The Company is not in default with respect to any Indebtedness.

2.19 Tax Status. Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, the Company (i) has made or filed all United States federal, state and local income and all foreign income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject, subject to permitted extensions (ii) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim.

2.20 Foreign Corrupt Practices. Neither the Company, nor to the knowledge of the Company, any agent or other person acting on behalf of the Company, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company (or made by any person acting on its behalf of which the Company is aware) which is in violation of law, or (iv) violated in any material respect any provision of Foreign Corrupt Practices Act.

2.21 Accountants. The Company's accounting firm is BPM LLP. To the knowledge and belief of the Company, such accounting firm (i) is a registered public accounting firm as required by the Exchange Act and (ii) shall express its opinion with respect to the financial statements included in the Company's Annual Report for the fiscal year ending December 31, 2025.

2.22 Acknowledgment Regarding Purchaser's Purchase of Securities. The Company acknowledges and agrees that the Purchaser is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Agreements and the transactions contemplated thereby. The Company further acknowledges that Purchaser is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Agreements and the transactions contemplated thereby and any advice given by the Purchaser or any of its representatives or agents in connection with the Transaction Agreements and the transactions contemplated thereby is merely incidental to the Purchaser's purchase of the Securities. The Company further represents to the Purchaser that the Company's decision to enter into this Agreement and the other Transaction Agreements has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

2.23 Acknowledgment Regarding Purchaser's Trading Activity. Anything in this Agreement or elsewhere herein to the contrary notwithstanding, it is understood and acknowledged by the Company that: (i) the Purchaser has not been asked by the Company to agree, nor has the Purchaser agreed, to desist from purchasing or selling, long and/or short, securities of the Company, or "derivative" securities based on securities issued by the Company or to hold the Securities for any specified term; (ii) past or future open market or other transactions by the Purchaser, specifically including, without limitation, Short Sales or "derivative" transactions, before or after the closing of this or future private placement transactions, may negatively impact the market price of the Company's publicly-traded securities; (iii) Purchaser, and counter-parties in "derivative" transactions to which Purchaser is a party, directly or indirectly, presently may have a "short" position in the Common Shares, and (iv) each Purchaser shall not be deemed to have any affiliation with or control over any arm's length counter-party in any "derivative" transaction. The Company further understands and acknowledges that (y) the Purchaser may engage in hedging activities at various times during the period that the Securities are outstanding, and (z) such hedging activities (if any) could reduce the value of the existing stockholders' equity interests in the Company at and after the time that the hedging activities are being conducted. The Company acknowledges that such aforementioned hedging activities do not constitute a breach of any of the Transaction Agreements.

2.24 Regulation M Compliance. The Company has not, and to its knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or, paid any compensation for soliciting purchases of, any of the Securities, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company.

2.25 Stock Option Plans. Each stock option granted by the Company under the Company's incentive equity plan was granted (i) in accordance with the terms of the Company's incentive equity plan and (ii) with an exercise price at least equal to the fair market value of the Common Shares on the date such stock option would be considered granted under GAAP and applicable law. No stock option granted under the Company's incentive equity plan has been backdated. The Company has not knowingly granted, and there is no and has been no Company policy or practice to knowingly grant, stock options prior to, or otherwise knowingly coordinate the grant of stock options with, the release or other public announcement of material information regarding the Company or its financial results or prospects.

2.26 Private Placement. Assuming the accuracy of the Purchaser's representations and warranties set forth in Section 3.2, no registration under the Securities Act is required for the offer and sale of the Securities by the Company to the Purchasers as contemplated hereby. The issuance and sale of the Securities hereunder does not contravene the rules and regulations of the Trading Market.

2.27 No General Solicitation. Neither the Company nor any Person acting on behalf of the Company has offered or sold any of the Securities by any form of general solicitation or general advertising. The Company has offered the Securities for sale only to the Purchaser and certain other "accredited investors" within the meaning of Rule 501 under the Securities Act.

2.28 No Disqualification Events. With respect to the Securities to be offered and sold hereunder in reliance on Rule 506 under the Securities Act, none of the Company, nor to the best of the Company's knowledge, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering hereunder, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of sale (each, an "Issuer Covered Person" and, together, "Issuer Covered Persons") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "Disqualification Event"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Purchaser a copy of any disclosures provided thereunder.

2.29 Other Covered Persons. The Company is not aware of any person (other than any Issuer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Securities.

2.30 Notice of Disqualification Events. The Company will notify the Purchaser in writing, prior to the Closing Date of (i) any Disqualification Event relating to any Issuer Covered Person and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person.

3. Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to the Company that:

3.1 Organization and Qualification. The Purchaser has full power and authority to enter into the Transaction Agreements. The Transaction Agreements, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable against Purchaser in accordance with their terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

3.2 Purchase Entirely for Own Account. This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Preferred Shares to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Preferred Shares. The Purchaser has not been formed for the specific purpose of acquiring the Preferred Shares.

3.3 Disclosure of Information. The Purchaser has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the Preferred Shares with the Company's management. The Purchaser is not relying on any representations and warranties made by (i) the Company which are not set forth herein, or (ii) any other Person. The Purchase further understands and acknowledges that it is in possession of material, non-public information regarding certain matters as set forth in **Schedule I** attached hereto. The Purchaser understands and acknowledges that, until such time as the Company files the MNPI Current Report (as defined below) disclosing the information set forth on Schedule I hereto, the Purchaser agrees to keep such information confidential and will not trade in securities of the Company while in possession of such non-public information until such non-public information is disclosed as set forth in Section 4.9 below.

3.4 No Public Sale or Distribution. The Purchaser is acquiring the Preferred Shares for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof in violation of applicable securities laws, except pursuant to sales registered or exempted under the Securities Act; provided, however, by making the representations herein, the Purchaser does not agree, or make any representation or warranty, to hold any of the Securities for any minimum or other specific term and reserves the right to dispose of the Securities at any time in accordance with or pursuant to a registration statement or an exemption from registration under the Securities Act. The Purchaser does not presently have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Securities in violation of applicable securities laws.

3.5 Transfer or Resale. The Purchaser understands, that except as provided in the Registration Rights Agreement, the Preferred Shares not been and are not being registered under the Securities Act or any state securities laws, and may not be offered for sale, sold, assigned, or transferred unless (A) subsequently registered thereunder, (B) the Purchaser shall have delivered to the Company (if requested by the Company) an opinion of counsel, in a form reasonably acceptable to the Company, to the effect that such Preferred Shares to be sold, assigned, or transferred may be sold, assigned, or transferred pursuant to an exemption from such registration, or (C) the Purchaser provides the Company with reasonable assurance that such Preferred Shares can be sold, assigned, or transferred pursuant to Rule 144 or Rule 144A promulgated under the Securities Act (or a successor rule thereto) (collectively, "Rule 144") and (ii) any sale of the Securities made in reliance on Rule 144 may be made only in accordance with the terms of Rule 144, and further, if Rule 144 is not applicable, any resale of the Securities under circumstances in which the seller (or the Person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the Securities Act) may require compliance with some other exemption under the Securities Act or the rules and regulations of the SEC promulgated thereunder. Notwithstanding the foregoing, the Securities may be pledged in connection with a bona fide margin account or other loan or financing arrangement secured by the Securities and such pledge of Securities shall not be deemed to be a transfer, sale, or assignment of the Securities hereunder, and the Purchaser effecting a pledge of Securities shall not be required to provide the Company with any notice thereof or otherwise make any delivery to the Company pursuant to this Agreement or any other Transaction Agreement.

3.6 Accredited Investor. The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

3.7 Foreign Investors. If the Purchaser is not a United States person (as defined by Section 7701(a)(30) of the Code), the Purchaser hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Preferred Shares or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Preferred Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Preferred Shares. The Purchaser's subscription and payment for and continued beneficial ownership of the Preferred Shares will not violate any applicable securities or other laws of the Purchaser's jurisdiction.

3.8 No General Solicitation. Neither the Purchaser, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including, through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Preferred Shares.

3.9 Exculpation. The Purchaser acknowledges that it is not relying upon any Person, other than the Company and its officers and directors, in making its investment or decision to invest in the Company.

3.10 Big Boy Representations. The Purchaser understands and acknowledges that the Company is in possession of non-public information about the Company, its securities and its financial statements that may or may not be material or superior to information available to the Purchaser (the "Non-Public Information") and each Purchaser has waived any right to receive such Non-Public Information. Each Purchaser further understands and acknowledges that the Company has not published its financial statements as of and for the six-months period ending June 30, 2026 and acknowledges its rights and obligations under this Agreement are without any reliance on the Company providing any such Non-Public Information. The Purchaser hereby waives any claim, or potential claim, it has or may have against the Company and any its Affiliates relating to the Company's possession of the Non-Public Information.

4. Covenants.

4.1 Registration Statement. The Company shall file with the SEC, within ninety (90) days of the Closing Date, a registration statement on Form S-1 covering the offering and resale of the Conversion Shares (the "Registration Statement") pursuant to the Registration Rights Agreement. If such Registration Statement is not filed within ninety (90) days of the Closing Date, such failure shall constitute an Event of Default pursuant to Section 8.1(G) of the Certificate of Designation.

4.2 Reservation of Shares. So long as the Preferred Shares remain outstanding, the Company shall take all action necessary to at all times have authorized, and reserved for the purpose of issuance, no less than 300% of the maximum number of Common Shares issuable upon conversion of the Preferred Shares (the "Required Reserve Amount"); provided that at no time shall the number of Common Shares reserved pursuant to this Section 4.2 be reduced other than proportionally in connection with any conversion and/or redemption, as applicable of the Preferred Shares. If, at any time, the number of Common Shares authorized and reserved for issuance is not sufficient to meet the Required Reserve Amount, the Company will promptly take all corporate action necessary to authorize and reserve a sufficient number of shares, including, without limitation, calling a special meeting of shareholders to authorize additional shares to meet the Company's obligations pursuant to the Transaction Agreements, in the case of an insufficient number of authorized shares, obtain shareholder approval of an increase in such authorized number of shares, and voting the management shares of the Company in favor of an increase in the authorized shares of the Company to ensure that the number of authorized shares is sufficient to meet the Required Reserve Amount.

4.3 Register. The Company shall maintain at its principal executive offices (or such other office or agency of the Company as it may designate by notice to each holder of Securities), a register for the Preferred Shares in which the Company shall record the name and address of the Person in whose name the Preferred Shares have been issued (including the name and address of each transferee), the principal amount of the Preferred Shares held by such Person and the number of Conversion Shares issuable pursuant to the terms of the Preferred Shares. The Company shall keep the register open and available at all times during business hours for inspection of the Purchaser or its legal representatives.

4.4 Transfer Agent Instructions. The Company shall issue irrevocable instructions to its transfer agent and any subsequent transfer agent (as applicable, the "Transfer Agent") in a form reasonably acceptable to the Purchaser (the "Transfer Agent Instruction Letter") to issue certificates or credit shares to the applicable balance accounts at Nevada Agency and Transfer Company, registered in the name of the Purchaser or its nominee(s), for the Conversion Shares in such amounts as specified from time to time by the Purchaser to the Company upon conversion of the Preferred Shares. The Company represents and warrants that it will not give any instructions to its transfer agent that would prevent or delay the issuance of Securities in accordance with the Transfer Agent Instruction Letter or the transfer of the Securities, except for instructions required by applicable law or court order, and that the Securities shall otherwise be freely transferable on the books and records of the Company, as applicable, to the extent provided in this Agreement and the other Transaction Agreements. If the Purchaser effects a sale, assignment, or transfer of the Securities in accordance with Section 3.5 the Company shall permit the transfer and shall promptly instruct its transfer agent to issue one or more certificates or credit shares to the applicable balance accounts at the Transfer Agent in such name and in such denominations as specified by the Purchaser to effect such sale, transfer or assignment. If such sale, assignment, or transfer involves Conversion Shares sold, assigned, or transferred pursuant to an effective registration statement or in compliance with Rule 144, the transfer agent shall issue such shares to the Purchaser, assignee or transferee (as the case may be) without any restrictive legend. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Purchaser. Accordingly, the Company acknowledges that the remedy at law for a breach of its obligations under this Section 4.4 will be inadequate and agrees, in the event of a breach or threatened breach by the Company of the provisions of this Section 4.4, that the Purchaser shall be entitled, in addition to all other available remedies, to an order or injunction restraining any breach and requiring immediate issuance and transfer, without the necessity of showing economic loss and without any bond or other security being required. The Company shall cause its counsel to issue the legal opinion referred to in the Transfer Agent Instruction Letter to the Company's transfer agent on each date that an applicable Registration Statement has been declared effective by the SEC. Any fees (with respect to the transfer agent, counsel to the Company or otherwise) associated with the issuance of such opinion or the removal of any legends on any of the Securities shall be borne by the Company.

4.5 Fees. The Company shall be responsible for the payment of any placement agent's fees, financial advisory fees, transfer agent fees, or broker's commissions (other than for Persons engaged by the Purchaser) relating to or arising out of the transactions contemplated hereby. The Company shall pay, and hold the Purchaser harmless against, any liability, loss or expense (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses) arising in connection with any claim relating to any such payment. Purchaser confirms such payment of fees has been received by Purchaser prior to execution of this Agreement and no such additional fee payments to be paid by the Company are outstanding Except as otherwise set forth in the Transaction Agreements, each party to this Agreement shall bear its own expenses in connection with the sale of the Securities to the Purchaser.

4.6 Transfer Restrictions.

(a) The Securities may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of Securities other than pursuant to an effective registration statement or Rule 144, to the Company or to an Affiliate of a Purchaser or in connection with a pledge as contemplated in the Section 4.6, the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Securities under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and the Registration Rights Agreement and shall have the rights and obligations of a Purchaser under this Agreement and the Registration Rights Agreement.

(b) The Purchaser agrees to the imprinting, so long as is required by this Section 4.6, of a legend on any of the Securities in the following form:

THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT OR OTHER LOAN SECURED BY SUCH SECURITIES.

(c) Certificates evidencing the Conversion Shares shall not contain any legend (including the legend set forth in Section 4.6(b) hereof), (i) while a registration statement (including the Registration Statement) covering the resale of such security is effective under the Securities Act, (ii) following any sale of such Common Shares pursuant to Rule 144, (iii) if such Conversion Shares are eligible for sale under Rule 144, without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such Conversion Shares and without volume or manner-of-sale restrictions, or (iv) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the SEC). The Company shall cause its counsel to issue a legal opinion to the Transfer Agent or the Purchaser promptly after the Effective Date if required by the Transfer Agent to effect the removal of the legend hereunder, or if requested by the Purchaser. If all or any portion of the Preferred Shares are exercised at a time when there is an effective registration statement to cover the resale of the Conversion Shares, or if such Conversion Shares may be sold under Rule 144 and the Company is then in compliance with the current public information required under Rule 144, or if the Conversion Shares may be sold under Rule 144 without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such Preferred Shares or Conversion Shares or if such legend is not otherwise required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the SEC) then such Conversion Shares shall be issued free of all legends. The Company agrees that following the Effective Date or at such time as such legend is no longer required under this Section 4.1(c), it will, no later than the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined below) following the delivery by Purchaser to the Company or the Transfer Agent of a certificate representing Conversion Shares, as the case may be, issued with a restrictive legend (such date, the "Legend Removal Date"), deliver or cause to be delivered to such Purchaser a certificate representing such shares that is free from all restrictive and other legends. The Company may not make any notation on its records or give instructions to the Transfer Agent that enlarge the restrictions on transfer set forth in this Section 4. Certificates for Securities subject to legend removal hereunder shall be transmitted by the Transfer Agent to the Purchaser by crediting the account of the Purchaser's prime broker with the Depository Trust Company System as directed by such Purchaser. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Company's primary Trading Market with respect to the Common Shares as in effect on the date of delivery of a certificate representing Conversion Shares, issued with a restrictive legend.

(d) In addition to the Purchaser's other available remedies, the Company shall pay to the Purchaser, in cash, (i) as partial liquidated damages and not as a penalty, for each $1,000 of Conversion Shares (based on the VWAP of the Common Shares on the date such Securities are submitted to the Transfer Agent) delivered for removal of the restrictive legend, $10 per Trading Day (increasing to $20 per Trading Day five (5) Trading Days after the Legend Removal Date) for each Trading Day after the Legend Removal Date until such certificate is delivered without a legend and (ii) if the Company fails to (a) issue and deliver (or cause to be delivered) to the Purchaser by the Legend Removal Date a certificate representing the Securities so delivered to the Company by the Purchaser that is free from all restrictive and other legends and (b) if after the Legend Removal Date the Purchaser purchases (in an open market transaction or otherwise) Common Shares to deliver in satisfaction of a sale by such Purchaser of all or any portion of the number of Common Shares, or a sale of a number of Common Shares equal to all or any portion of the number of Common Shares that the Purchaser anticipated receiving from the Company without any restrictive legend, then, an amount equal to the excess of such Purchaser's total purchase price (including brokerage commissions and other out-of-pocket expenses, if any) for the Common Shares so purchased (including brokerage commissions and other out-of-pocket expenses, if any) (the "Buy-In Price") over the product of (A) such number of Conversion Shares that the Company was required to deliver to such Purchaser by the Legend Removal Date multiplied by (B) the lowest closing sale price of the Common Shares on any Trading Day during the period commencing on the date of the delivery by such Purchaser to the Company of the applicable Conversion Shares and ending on the date of such delivery and payment under this clause (ii).

(e) Purchaser agrees with the Company that such Purchaser will sell any Securities pursuant to either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if Securities are sold pursuant to a Registration Statement, they will be sold in compliance with the plan of distribution set forth therein, and acknowledges that the removal of the restrictive legend from certificates representing Securities as set forth in this Section 4.6 is predicated upon the Company's reliance upon this understanding.

4.7 Furnishing of Information; Public Information.

Until the time that Purchaser owns no Securities, the Company covenants to maintain the registration of the Common Shares under Section 12(b) or 12(g) of the Exchange Act and to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act even if the Company is not then subject to the reporting requirements of the Exchange Act.

4.8 Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Securities in a manner that would require the registration under the Securities Act of the sale of the Securities or that would be integrated with the offer or sale of the Securities for purposes of the rules and regulations of any Trading Market such that it would require stockholder approval prior to the closing of such other transaction unless stockholder approval is obtained before the closing of such subsequent transaction.

4.9 Securities Laws Disclosure; Publicity. The Company shall file a Current Report on Form 8-K (the "Transaction Agreement Current Report"), disclosing the material terms of the transaction contemplated hereby and including the Transaction Agreements as exhibits thereto, with the SEC within the time required by the Exchange Act. In addition, Purchaser acknowledges that it is in possession of material, non-public information set forth in Schedule I hereto. Upon the occurrence of the events set forth in Schedule I hereto, the Company shall file a Current Report on Form 8-K (the "MNPI Current Report" and together with the Transaction Agreement Current Report, the "Current Reports") including relevant material disclosure with respect to the information set forth in Schedule I hereto, with the SEC within the time required by the Exchange Act. From and after the filing with the SEC of the Current Reports, the Company represents to the Purchaser that it shall have publicly disclosed all material, non-public information delivered to the Purchaser by the Company, or any of its officers, directors, employees, Affiliates or agents, in connection with the transactions contemplated by the Transaction. In addition, effective upon the last date of filing with the SEC of the Current Reporst on Form 8-K, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, or any of its officers, directors, agents, employees, Affiliates or agents, on the one hand, and the Purchaser or any of its Affiliates on the other hand, shall terminate and be of no further force or effect. The Company understands and confirms that Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company. The Company and Purchaser shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor Purchaser shall issue any such press release nor otherwise make any such public statement without the prior consent of the Company, with respect to any press release of Purchaser, or without the prior consent of Purchaser, with respect to any press release of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the disclosing party shall promptly provide the other party with prior notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not publicly disclose the name of Purchaser, or include the name of Purchaser in any filing with the SEC or any regulatory agency or Trading Market, without the prior written consent of Purchaser, except (a) as required by federal securities law in connection with (i) any registration statement contemplated by the Registration Rights Agreement and (ii) the filing of final Transaction Agreements with the SEC and (b) to the extent such disclosure is required by law or Trading Market regulations, in which case the Company shall provide the Purchase with prior notice of such disclosure permitted under this clause (b) and reasonably cooperate with Purchaser regarding such disclosure.

4.10 Stockholder Rights Plan. No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that any Purchaser is an "Acquiring Person" under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that any Purchaser could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Securities under the Transaction Agreements or under any other agreement between the Company and the Purchaser.

4.11 Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Agreements and with respect to the information set forth in Schedule I attached hereto, which shall be disclosed pursuant to Section 4.9, the Company covenants and agrees that neither it, nor any other Person acting on its behalf will provide Purchaser or its agents or counsel with any information that constitutes, or the Company reasonably believes constitutes, material non-public information, unless prior thereto Purchaser shall have consented in writing to the receipt of such information and agreed in writing with the Company to keep such information confidential. The Company understands and confirms that Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company. To the extent that the Company, or any of its officers, directors, agents, employees or Affiliates delivers any material, non-public information to Purchaser without Purchaser's consent, the Company hereby covenants and agrees that Purchaser shall not have any duty of confidentiality to the Company, or any of its officers, directors, employees, Affiliates or agents, or a duty to the Company, or any of its officers, directors, employees, Affiliates or agents, not to trade on the basis of, such material, nonpublic information, provided that the Purchaser shall remain subject to applicable law. To the extent that any notice provided pursuant to any Transaction Agreement constitutes, or contains, material, non-public information regarding the Company, the Company shall simultaneously with the delivery of such notice file such notice with the SEC pursuant to a Current Report on Form 8-K. The Company understands and confirms that Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

4.12 Indemnification of Purchaser. Subject to the provisions of this Section 4.12, the Company will indemnify and hold Purchaser and its directors, officers, stockholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, stockholders, agents, members, partners or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a "Purchaser Party") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation that any such Purchaser Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Agreements or (b) any action instituted against the Purchaser Parties in any capacity, or any of them or their respective Affiliates, by any stockholder of the Company who is not an Affiliate of such Purchaser Party, with respect to any of the transactions contemplated by the Transaction Agreements (unless such action is solely based upon a material breach of such Purchaser Party's representations, warranties or covenants under the Transaction Agreements or any agreements or understandings such Purchaser Party may have with any such stockholder or any violations by such Purchaser Party of state or federal securities laws or any conduct by such Purchaser Party which is finally judicially determined to constitute fraud, gross negligence or willful misconduct). If any action shall be brought against any Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement, such Purchaser Party shall promptly notify the Company in writing, and, the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Purchaser Party. Any Purchaser Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Purchaser Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such action there is, in the reasonable opinion of counsel a material conflict on any material issue between the position of the Company and the position of such Purchaser Party, in which case the Company shall be responsible for the reasonable fees and expenses of no more than one such separate counsel. The Company will not be liable to any Purchaser Party under this Agreement (y) for any settlement by a Purchaser Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed; or (z) to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Purchaser Party's breach of any of the representations in this Agreement or in the other Transaction Agreements. The indemnification required by this Section 4.12 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or are incurred. The indemnity agreements contained herein shall be in addition to any cause of action or similar right of any Purchaser Party against the Company or others and any liabilities the Company may be subject to pursuant to law.

4.13 Listing of Common Shares. The Company hereby agrees to use best efforts to maintain the listing or quotation of the Common Shares on the Trading Market on which it is currently listed, and concurrently with the Closing, the Company shall apply to list or quote all of the Conversion Shares on such Trading Market and promptly secure the listing of all of the Conversion Shares on such Trading Market. The Company further agrees, if the Company applies to have the Common Shares traded on any other Trading Market, it will then include in such application all of the Conversion Shares, and will take such other action as is necessary to cause all of the Conversion Shares to be listed or quoted on such other Trading Market as promptly as possible. The Company will then take all action reasonably necessary to continue the listing and trading of its Common Shares on a Trading Market and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Trading Market. The Company agrees to maintain the eligibility of the Common Shares for electronic transfer through the Depository Trust Company or another established clearing corporation, including, without limitation, by timely payment of fees to the Depository Trust Company or such other established clearing corporation in connection with such electronic transfer.

4.14 Form D; Blue Sky Filings. The Company agrees to timely file a Form D with respect to the Securities as required under Regulation D and to provide a copy thereof, promptly upon request of Purchaser. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the Securities for, sale to the Purchaser at the Closing under applicable securities or "Blue Sky" laws of the states of the United States, and shall provide evidence of such actions promptly upon request of Purchaser.

4.15 Lock-Up Agreements. The Company shall not amend, modify, waive or terminate any provision of any of the Lock-Up Agreements except to extend the term of the lock-up period and shall enforce the provisions of each Lock-Up Agreement in accordance with its terms. If any party to a Lock-Up Agreement breaches any provision of a Lock-Up Agreement, the Company shall promptly use its best efforts to seek specific performance of the terms of such Lock-Up Agreement.

4.16 Acknowledgment of Dilution. The Company acknowledges that the issuance of the Securities may result in dilution of the outstanding shares of Common Shares, which dilution may be substantial under certain market conditions. The Company further acknowledges that its obligations under the Transaction Agreements, including, without limitation, its obligation to issue the Preferred Shares pursuant to the Transaction Agreements, are unconditional and absolute and not subject to any right of set off, counterclaim, delay or reduction, regardless of the effect of any such dilution or any claim the Company may have against any Purchaser and regardless of the dilutive effect that such issuance may have on the ownership of the other stockholders of the Company.

4.17 Capital Changes. Until the earlier of (a) the one year anniversary of the Effective Date or (b) until such time as the Purchaser owns no Securities, the Company shall not undertake a reverse or forward stock split or reclassification of the Common Shares without the prior written consent of the Purchaser holding a majority in interest of the Preferred Shares other than a reverse stock split that is required, in the good faith determination of the Board of Directors, to maintain the listing of the Common Shares on the Trading Market.

5. Conditions to the Company's Obligation to Sell. The obligation of the Company hereunder to issue and sell the Preferred Shares to the Purchaser at the Closing is subject to the satisfaction, at or before the Closing, of each of the following conditions, provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion by providing the Purchaser with prior written notice thereof:

5.1 The Purchaser shall have executed each of the other Transaction Agreements to which it is a party and delivered the same to the Company.

5.2 The Purchaser shall have delivered to the Company the Purchase Price for the Preferred Shares and by wire transfer of immediately available funds.

5.3 The representations and warranties of the Purchaser shall be true and correct in all material respects as of the date when made and as of the Closing as though originally made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specific date), and the Purchaser shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Purchaser at or prior to the Closing.

6. Conditions to the Purchaser's Obligation to Purchase. The obligation of the Purchaser hereunder to purchase the Preferred Shares at the Closing is subject to the satisfaction, at or before the Closing, of each of the following conditions, provided that these conditions are for the Purchaser's sole benefit and may be waived by the Purchaser at any time in its sole discretion by providing the Company with prior written notice thereof:

6.1 The Company shall have duly executed and delivered to the Purchaser each of the Transaction Agreements to which it is a party and delivered the same to the Purchaser.

6.2 The Company shall have delivered to the Purchaser a copy of the Transfer Agent Instruction Letter, in the form acceptable to the Purchaser, which instructions shall have been delivered to and acknowledged in writing by the Company's transfer agent.

6.3 The Company shall have delivered to the Purchaser a certificate evidencing (i) the formation and good standing of the Company in such entity's jurisdiction of formation issued by the Secretary of State (or comparable office) of such jurisdiction of formation as of a date within ten (10) days of the Closing and (ii) the filing of the Certificate of Designation.

6.4 The Company shall have delivered to the Purchaser a certificate, in the form acceptable to the Purchaser, executed by the principal executive officer of the Company and dated as of the Closing Date, as to (i) the resolutions consistent adopted by the Company's board of directors in a form reasonably acceptable to the Purchaser, (ii) the Articles of Incorporation of the Company, and (iii) the Bylaws of the Company.

6.5 Each and every representation and warranty of the Company shall be true and correct as of the date when made and as of the Closing as though originally made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specific date) and the Company shall have performed, satisfied and complied in all respects with the covenants, agreements and conditions required to be performed, satisfied or complied with by the Company at or prior to the Closing.

6.6 The Company shall have delivered to the Purchaser such other documents, instruments or certificates relating to the transactions contemplated by this Agreement as the Purchaser or its counsel may reasonably request.

7. Miscellaneous.

7.1 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

7.2 Governing Law. This Agreement shall be governed by the internal law of the State of Nevada, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Nevada.

7.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

7.5 Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered (i) upon receipt, when delivered personally, (ii) upon receipt, when sent by electronic mail (provided that such sent email is kept on file (whether electronically or otherwise) by the sending party and the sending party does not receive an automatically generated message from the recipient's email server that such e-mail could not be delivered to such recipient), or (iii) one (1) Business Day after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the party to receive the same. The mailing addresses and e-mail addresses for such communications shall be as follows:

If to the Company:

LogicMark, Inc.
2801 Diode Lane
Louisville, KY 40299
Telephone: 502-442-7911
Attention: Mark Archer
E-Mail: [***]

With a copy (not constituting notice) to:

David E. Danovitch, Esq.
Sullivan & Worcester LLP
1251 Avenue of the Americas, 19th Floor
New York, New York 10019
E-Mail: [***]

If to the Transfer Agent:

NATCO
50 West Liberty Street, Suite 850
Reno, NV 89501
Telephone: (775) 322-7861
Attention: Tiffany Baxter
Email: [***]

If to Purchaser:

White Lion Capital LLC
21031 Ventura Blvd., Suite 920
Encino, CA 91316
Attention: Yash Thukral, Managing Director
E-mail: [***]

With a copy (not constituting notice) to:

Marc A. Indeglia, Esq.
Glaser Weil Fink Howard Jordan & Shapiro LLP
10250 Constellation Boulevard, 19th Floor
Los Angeles, CA 90067
Email: [***]

Any party hereto may from time to time change its address or email for notices under this Section 7.5 by giving prior written notice of such changed address to the other party hereto

7.6 No Finder’s Fees. Each party represents that it neither is nor will be obligated for any finder’s fee or commission in connection with this transaction. Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder’s or broker’s fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which Purchaser or any of its officers, employees or representatives is responsible. The Company agrees to indemnify and hold harmless Purchaser from any liability for any commission or compensation in the nature of a finder’s or broker’s fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

7.7 Costs of Enforcement. Each party will bear its own costs in respect of any disputes arising under this Agreement.

7.8 Amendments and Waivers. Any term of this Agreement may be amended, terminated or waived only with the written consent of the Company and the Purchaser. Any amendment or waiver effected in accordance with this Section 7.8 shall be binding upon the Purchaser and any transferee of the Preferred Shares (or the Conversion Shares), each future holder of all such securities, and the Company.

7.9 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

7.10 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

7.11 Entire Agreement. This Agreement (including the Exhibits hereto) and the other Transaction Agreements constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

7.12 Dispute Resolution. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Clark County, Nevada before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

7.13 Equitable Relief. The Company recognizes that if it fails to perform, observe, or discharge any or all of its obligations under this Agreement, any remedy at law may prove to be inadequate relief to the Purchaser. The Company therefore agrees that the Purchaser shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages. In addition to being entitled to exercise all rights provided herein or granted by law, both parties will be entitled to specific performance under the Transaction Agreements. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Agreements and hereby agree to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

7.14 No Commitment for Additional Financing. The Company acknowledges and agrees that no Purchaser has made any representation, undertaking, commitment or agreement to provide or assist the Company in obtaining any financing, investment or other assistance, other than the purchase of the Preferred Shares as set forth herein and subject to the conditions set forth herein. In addition, the Company acknowledges and agrees that (i) no statements, whether written or oral, made by any Purchaser or its representatives on or after the date of this Agreement shall create an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment, (ii) the Company shall not rely on any such statement by any Purchaser or its representatives, and (iii) an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment may only be created by a written agreement, signed by Purchaser and the Company, setting forth the terms and conditions of such financing or investment and stating that the parties intend for such writing to be a binding obligation or agreement. Each Purchaser shall have the right, in its sole and absolute discretion, to refuse or decline to participate in any other financing of or investment in the Company, and shall have no obligation to assist or cooperate with the Company in obtaining any financing, investment or other assistance.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the Closing Date, such Agreement being effective as of the Closing Date.

LogicMark, Inc

By: /s/ Mark Archer
Name: Mark Archer
Title: Chief Financial Officer

White Lion Capital LLC

By: /s/Sam Yaffa
Name: Sam Yaffa
Title: Managing Director

Signature Page to Securities Purchase Agreement

EXHIBIT A

CERTIFICATE OF DESIGNATION

EXHIBIT B

REGISTRATION RIGHTS AGREEMENT

SCHEDULE I

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is entered into effective as of July 28, 2026 (the "Execution Date"), by and between LogicMark, Inc., a Nevada corporation (the "Company"), and White Lion Capital LLC, a Nevada limited liability company (the "Investor").

RECITALS

WHEREAS, in connection with the Securities Purchase Agreement, dated as of the date hereof, by and between the Company and the Investor (the "Purchase Agreement"), the Company shall issue and sell to the Investor, and the Investor shall purchase from the Company, 250,000 shares of Series J Preferred Stock, $0.0001 par value per share (the "Preferred Shares") at a purchase price of $1.00 per share (the "Purchase Price"). Such Preferred Shares shall be convertible into the Company's Common Stock, par value $0.0001 per share (the "Common Shares"), such Common Shares (the "Conversion Shares"); and

WHEREAS, pursuant to the terms of, and in consideration for the Investor entering into the Purchase Agreement, and to induce the Investor to execute and deliver the Purchase Agreement, the Company has agreed to provide the Investor with certain registration rights with respect to the Registrable Securities (as defined herein) as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound hereby, the Company and the Investor hereby agree as follows:

1. Definitions.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

(a) "Agreement" shall have the meaning assigned to such term in the preamble of this Agreement

(b) "Blue Sky Filing" shall have the meaning assigned to such term in Section 6(a).

(c) "Business Day" means any day other than Saturday, Sunday or any other day on which commercial banks in New York, New York are authorized or required by law to remain closed.

(d) "Claims" shall have the meaning assigned to such term in Section 6(a).

(e) "Commission" means the U.S. Securities and Exchange Commission or any successor entity.

(f) "Common Shares" shall have the meaning assigned to such term in the recitals to this Agreement.

(g) "Company" shall have the meaning assigned to such term in the preamble of this Agreement.

(h) "Conversion Shares" shall have the meaning assigned to such term in the recitals to this Agreement.

(i) "Effective Date" means the date that the applicable Registration Statement has been declared effective by the Commission.

(j) "Filing Deadline" means ninety (90) days after the Execution Date.

(k) "Indemnified Damages" shall have the meaning assigned to such term in Section 6(a).

(l) "Initial Registration Statement" shall have the meaning assigned to such term in Section 2(a).

(m) "Investor" shall have the meaning assigned to such term in the preamble of this Agreement.

(n) "Investor Party" and "Investor Parties" shall have the meaning assigned to such terms in Section 6(a).

(o) "Legal Counsel" shall have the meaning assigned to such term in Section 2(b).

(p) "Lock-Up Agreement" means the Lock-Up Agreement among the Company and the Investor, dated as of the date of the Closing.

(q) "New Registration Statement" shall have the meaning assigned to such term in Section 2(c).

(r) "Person" means any person or entity, whether a natural person, trustee, corporation, partnership, limited partnership, limited liability company, trust, unincorporated organization, business association, firm, joint venture, governmental agency or authority.

(s) "Prospectus" means the prospectus in the form included in the Registration Statement at the applicable Effective Date of the Registration Statement, as supplemented from time to time by any Prospectus Supplement, including the documents incorporated by reference therein.

(t) "Prospectus Supplement" means any prospectus supplement to the Prospectus filed with the Commission from time to time pursuant to Rule 424(b) under the Securities Act, including the documents incorporated by reference therein.

(u) "Purchase Agreement" shall have the meaning assigned to such term in the recitals to this Agreement.

(v) "register," "registered," and "registration" refer to a registration effected by preparing and filing one or more Registration Statements in compliance with the Securities Act and pursuant to Rule 415 and the declaration of effectiveness of such Registration Statement(s) by the Commission.

(w) "Registrable Securities" means Common Shares representing (i) the Conversion Shares, and (ii) any capital stock of the Company issued or issuable with respect to the Conversion Shares, or other capital stock, including, without limitation, (1) as a result of any stock split, stock dividend, recapitalization, exchange or similar event or otherwise, and (2) shares of capital stock of the Company into which the Preferred are converted or exchanged and shares of capital stock of a successor entity into which the Preferred Shares are converted or exchanged, in each case until such time as such securities cease to be Registrable Securities pursuant to Section 2(e).

(x) "Registration Period" shall have the meaning assigned to such term in Section 3(a).

(y) "Registration Statement" means a registration statement or registration statements of the Company filed under the Securities Act registering the resale by the Investor of Registrable Securities, including without limitation a New Registration Statement, as such registration statement or registration statements may be amended and supplemented from time to time, including all documents filed as part thereof or incorporated by reference therein.

(z) "Rule 144" means Rule 144 promulgated by the Commission under the Securities Act, as such rule may be amended from time to time, or any other similar or successor rule or regulation of the Commission that may at any time permit the Investor to sell securities of the Company to the public without registration.

(aa) "Rule 415" means Rule 415 promulgated by the Commission under the Securities Act, as such rule may be amended from time to time, or any other similar or successor rule or regulation of the Commission providing for offering securities on a delayed or continuous basis.

(bb) "Staff" shall have the meaning assigned to such term in Section 2(c).

(cc) "Transaction Agreements" shall mean this Agreement, the Purchase Agreement, [the Voting Agreement,] the Lock-Up Agreement, the Transfer Agent Instruction Letter and all schedules and exhibits hereto and thereto.

(dd) "Violations" shall have the meaning assigned to such term in Section 6(a).

(ee) "Voting Agreement" means the Voting Agreement among the Company, the Investor and certain other stockholders of the Company.

2. Registration.

(a) Mandatory Registration. On or before the Filing Deadline, the Company shall file with the Commission an initial Registration Statement on Form S-1 (or any successor form) registering the resale by the Investor of the maximum number of Registrable Securities as shall be permitted to be included thereon in accordance with applicable Commission rules, regulations and interpretations (determined as of two Business Days prior to such submission or filing) so as to permit the resale of such Registrable Securities by the Investor under Rule 415 under the Securities Act at then prevailing market prices (and not fixed prices) (the "Initial Registration Statement"). The Initial Registration Statement shall contain a Prospectus describing the material terms and conditions of the Purchase Agreement and disclosing all information relating to the transactions contemplated thereby required to be disclosed in the Prospectus, including, without limitation, "Selling Stockholder" and "Plan of Distribution" sections in substantially the forms approved in writing by the Investor, in order to conform, in all material respects when filed with the Commission pursuant to Rule 424(b) under the Securities Act, and shall otherwise conform to the requirements of the Securities Act and the rules and regulations thereunder. The Company shall use its commercially reasonable best efforts to have the Initial Registration Statement declared effective by the Commission as soon as reasonably practicable following the filing thereof with the Commission; *provided, however*, that the Company's obligations to include the Registrable Securities in the Initial Registration Statement are contingent upon the Investor furnishing in writing to the Company such information, and executing such documents, in connection with such registration as the Company may reasonably request in accordance with Section 4(a).

(b) Legal Counsel. Subject to Section 5 hereof, the Investor shall have the right to select one legal counsel to review and oversee, solely on its behalf, any registration pursuant to this Section 2 ("Legal Counsel"), which shall be Glaser Weil Fink Howard Jordan & Shapiro LLP, or such other counsel as thereafter designated by the Investor.

(c) Sufficient Number of Shares Registered. If at any time all Registrable Securities are not covered by the Initial Registration Statement filed pursuant to Section 2(a) as a result of Section 2(d) or otherwise, or the Initial Registration Statement is no longer effective, the Company shall use its commercially reasonable best efforts, to the extent necessary and permissible, amend the Initial Registration Statement, cause an existing registration statement that has been filed but not declared effective by the Commission to become effective, or to file with the Commission one or more additional Registration Statements (which, if the Company shall at such time have qualified for the use of a Registration Statement on Form S-3 or any successor form thereto, may be Registration Statement(s) on Form S-3 or any similar short-form Registration Statement in lieu of a Registration Statement on Form S-1) so as to cover all of the Registrable Securities not covered by the Initial Registration Statement, in each case, as soon as practicable (taking into account any position of the staff of the Commission ("Staff") with respect to the date on which the Staff will permit such additional Registration Statement(s) to be filed with the Commission and the rules and regulations of the Commission) (each such additional Registration Statement, a "New Registration Statement"). The Company shall use its commercially reasonable best efforts to cause each such New Registration Statement to become effective as soon as reasonably practicable following the filing thereof with the Commission.

(d) Offering. If the Staff or the Commission seeks to prevent the Company from including any or all of the Registrable Securities proposed to be registered under a Registration Statement due to limitations on the use of Rule 415, or if after the filing of any Registration Statement, or any Prospectus or Prospectus Supplement, pursuant to Section 2(a) or Section 2(c), the Company is otherwise required by the Staff or the Commission to reduce the number of Registrable Securities included in such Registration Statement, then the Company shall reduce the number of Registrable Securities to be included in such Registration Statement (after consultation with the Investor and Legal Counsel as to the specific Registrable Securities to be removed therefrom), to no more than the maximum number of securities as is permitted to be registered by the Commission until such time as the Staff and the Commission shall so permit such Registration Statement to become effective and be used as aforesaid. Notwithstanding anything in this Agreement to the contrary, if after giving effect to the actions referred to in the immediately preceding sentence, the Staff or the Commission does not permit such Registration Statement to become effective and be used for resales by the Investor of Registrable Securities on a delayed or continuous basis under Rule 415 at then-prevailing market prices (and not fixed prices), the Company shall not request acceleration of the Effective Date of such Registration Statement, the Company shall promptly (but in no event later than 48 hours) request the withdrawal of such Registration Statement pursuant to Rule 477 under the Securities Act. In the event of any reduction in Registrable Securities pursuant to this paragraph, the Company shall use its commercially reasonable best efforts to file one or more New Registration Statements with the Commission in accordance with Section 2(c) until such time as all Registrable Securities have been included in Registration Statements that have been declared effective and the Prospectuses contained therein are available for use by the Investor.

(e) Cessation. Any Registrable Security shall cease to be a "Registrable Security" at the earliest of the following: (i) when a Registration Statement covering such Registrable Security becomes or has been declared effective by the Commission and such Registrable Security has been sold or disposed of pursuant to such effective Registration Statement by the Investor; (ii) when such Registrable Security is held by the Company; (iii) such securities are sold by the Investor under circumstances in which all of the applicable conditions of Rule 144 under the Securities Act are met and (iv) such securities become eligible for sale pursuant to Rule 144 without volume or manner-of-sale restrictions, without the requirement for the Company to be in compliance with the current public information requirement under Rule 144(c) or Rule 144(i)(2) thereunder.

(f) No Inclusion of Other Securities. In no event shall the Company include any securities other than Registrable Securities on any Registration Statement pursuant to Section 2(a) or Section 2(c) without consulting the Investor and Legal Counsel and receiving the written consent of the Investor, prior to filing such Registration Statement with the Commission.

3. Related Obligations. For the duration of the Registration Period, the Company shall use its commercially reasonable best efforts to effect the registration of the Registrable Securities in accordance with the intended method of disposition thereof, and, pursuant thereto, during the term of this Agreement, the Company shall have the following obligations:

(a) Following the Execution Date, the Company shall, prior to the Filing Deadline, prepare and file with the Commission the Initial Registration Statement pursuant to Section 2(a) hereof and one or more New Registration Statements pursuant to Section 2(c) hereof with respect to the Registrable Securities, and the Company shall use its commercially reasonable best efforts to cause each such Registration Statement to become effective as soon as practicable after such filing. The Company shall use its commercially reasonable best efforts to keep each Registration Statement effective (and the Prospectus contained therein available for use) pursuant to Rule 415 for resales by the Investor of Registrable Securities on a continuous basis at then-prevailing market prices (and not fixed prices) at all times until the earlier of (i) the date on which the Investor shall have sold all of the Registrable Securities covered by such Registration Statement, (ii) the later of the date of termination of the Purchase Agreement if as of such termination date the Investor holds no Registrable Securities (or, if applicable, the date on which such securities cease to be Registrable Securities after the date of termination of the Purchase Agreement) and (iii) all such securities cease to be Registrable Securities pursuant to Section 2(e)(iii) or Section 2(e)(iv) (the "Registration Period"). Notwithstanding anything to the contrary contained in this Agreement, the Company shall ensure that, when filed and at all times while effective, each Registration Statement (including, without limitation, all amendments and supplements thereto) and the Prospectus (including, without limitation, all amendments and supplements thereto) used in connection with such Registration Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein (in the case of Prospectuses, in light of the circumstances in which they were made) not misleading. The Company shall submit to the Commission, as soon as reasonably practicable after the date that the Company learns that no review of a particular Registration Statement will be made by the Staff or that the Staff has no further comments on a particular Registration Statement (as the case may be), a request for acceleration of effectiveness of such Registration Statement to a time and date as soon as reasonably practicable in accordance with Rule 461 under the Securities Act.

(b) The Company shall use its commercially reasonable best efforts to prepare and file with the Commission such amendments (including, without limitation, post-effective amendments) and supplements to each Registration Statement and the Prospectus used in connection with each such Registration Statement, which Prospectus is to be filed pursuant to Rule 424 promulgated under the Securities Act, as may be necessary to keep each such Registration Statement effective (and the Prospectus contained therein current and available for use) at all times during the Registration Period for such Registration Statement, and, during such period, comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities of the Company required to be covered by such Registration Statement until such time as all of such Registrable Securities shall have been disposed of in accordance with the intended methods of disposition by the Investor as set forth in such Registration Statement. Without limiting the generality of the foregoing, the Company covenants and agrees that on the second (2^{nd}) Business Day immediately following the Effective Date of the Initial Registration Statement and any New Registration Statement (or any post-effective amendment thereto), the Company shall file with the Commission in accordance with Rule 424(b) under the Securities Act the final Prospectus to be used in connection with sales pursuant to such Registration Statement (or post-effective amendment thereto). In the case of amendments and supplements to any Registration Statement on Form S-1, Form S-3 or Prospectus related thereto that are required to be filed pursuant to this Agreement (including, without limitation, pursuant to this Section 3(b)) by reason of the Company filing a report on Form 8-K or Form 10-K or any analogous report under the Exchange Act, the Company shall have incorporated such report by reference into such Registration Statement and Prospectus, if applicable and if such ability to incorporate such report by reference is available to the Company at such time, or shall file such amendments or supplements to the Registration Statement or Prospectus with the Commission on the same day on which the Exchange Act report is filed that created the requirement for the Company to amend or supplement such Registration Statement or Prospectus, for the purpose of including or incorporating such report into such Registration Statement and Prospectus. The Company consents to the use of the Prospectus (including, without limitation, any supplement thereto) included in each Registration Statement in accordance with the provisions of the Securities Act and with the securities or "Blue Sky" laws of the jurisdictions in which the Registrable Securities may be sold by the Investor, in connection with the resale of the Registrable Securities and for such period of time thereafter as such Prospectus (including, without limitation, any supplement thereto) (or in lieu thereof, the notice referred to in Rule 173(a) under the Securities Act) is required by the Securities Act to be delivered in connection with resales of Registrable Securities.

(c) The Company shall (A) permit Legal Counsel an opportunity to review and comment upon (i) each Registration Statement at least two (2) Business Days prior to its filing with the Commission and (ii) all amendments and supplements to each Registration Statement (including, without limitation, the Prospectus contained therein) within a reasonable number of days prior to their filing with the Commission, and (B) shall reasonably consider any comments of the Investor and Legal Counsel on any such Registration Statement or amendment or supplement thereto or to any Prospectus contained therein; provided, that the Company shall not have any obligation to modify any information if the Company expects that so doing would cause (i) the Registration Statement to contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) the Prospectus to contain an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading. The Company shall promptly furnish to Legal Counsel, without charge, (i) electronic copies of any correspondence from the Commission or the Staff to the Company or its representatives relating to each Registration Statement (which correspondence shall be redacted to exclude any material nonpublic information regarding the Company), (ii) after the same is prepared and filed with the Commission, one (1) electronic copy of each Registration Statement and any amendment(s) and supplement(s) thereto, including, without limitation, all documents incorporated therein by reference, if requested by the Investor, and (iii) upon the effectiveness of each Registration Statement, one (1) electronic copy of the Prospectus included in such Registration Statement and all amendments and supplements thereto; provided, however, the Company shall not be required to furnish any document (other than the Prospectus, which may be provided in .PDF format) to Legal Counsel to the extent such document is available on Commission's Electronic Data Gathering, Analysis and Retrieval System ("EDGAR").

(d) Without limiting any obligation of the Company under the Purchase Agreement, the Company shall promptly furnish to the Investor, without charge, (i) after the same is prepared and filed with the Commission, at least one (1) electronic copy of each Registration Statement and any amendment(s) and supplement(s) thereto, including, without limitation, all documents incorporated therein by reference, if requested by the Investor, (ii) upon the effectiveness of each Registration Statement, one (1) electronic copy of the Prospectus included in such Registration Statement and all amendments and supplements thereto and (iii) such other documents, including, without limitation, copies of any final Prospectus and any Prospectus Supplement thereto, as the Investor may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by the Investor; provided, however, the Company shall not be required to furnish any document (other than the Prospectus, which may be provided in .PDF format) to the Investor to the extent such document is available on EDGAR.

(e) The Company shall take such action as is reasonably necessary to (i) register and qualify, unless an exemption from registration and qualification applies, the resale by the Investor of the Registrable Securities, under such other securities or "Blue Sky" laws of all applicable jurisdictions in the United States, (ii) prepare and file in those jurisdictions, such amendments (including, without limitation, post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Registration Period, (iii) take such other actions as may be reasonably necessary to maintain such registrations and qualifications in effect at all times during the Registration Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions; provided, however, the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(e), (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction. The Company shall promptly notify Legal Counsel and the Investor of the receipt by the Company of any notification with respect to the suspension of the registration or qualification of any of the Registrable Securities for sale under the securities or "Blue Sky" laws of any jurisdiction in the United States or its receipt of actual notice of the initiation or threatening of any proceeding for such purpose.

(f) The Company shall notify Legal Counsel and the Investor in writing of the happening of any event, as promptly as reasonably practicable after becoming aware of such event, as a result of which the Prospectus included in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (provided, that in no event shall such notice contain any material nonpublic information regarding the Company), and promptly prepare a supplement or amendment to such Registration Statement and such Prospectus contained therein to correct such untrue statement or omission. The Company shall also promptly notify Legal Counsel and the Investor in writing (i) when a Prospectus or any Prospectus Supplement or post-effective amendment has been filed, when a Registration Statement or any post-effective amendment has become effective (notification of such effectiveness shall be delivered to Legal Counsel and the Investor by facsimile or e-mail (with read receipt) on the same day of such effectiveness), and when the Company receives written notice from the Commission that a Registration Statement or any post-effective amendment will be reviewed by the Commission, (ii) of any request by the Commission for amendments or supplements to a Registration Statement or related Prospectus or related information, (iii) of the Company's reasonable determination that a post-effective amendment to a Registration Statement would be appropriate and (iv) of the receipt of any request by the Commission or any other federal or state governmental authority for any additional information relating to the Registration Statement or any amendment or supplement thereto or any related Prospectus. The Company shall respond as promptly as reasonably practicable to any comments received from the Commission with respect to a Registration Statement or any amendment thereto. Nothing in this Section 3(f) shall limit any obligation of the Company under the Purchase Agreement.

(g) The Company shall (i) use its commercially reasonable best efforts to prevent the issuance of any stop order or other suspension of effectiveness of a Registration Statement or the use of any Prospectus contained therein, or the suspension of the qualification, or the loss of an exemption from qualification, of any of the Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible time and (ii) notify Legal Counsel and the Investor of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding.

(h) The Company shall hold in confidence and not make any disclosure of information concerning the Investor provided to the Company unless (i) disclosure of such information is necessary to comply with federal or state securities laws, (ii) the disclosure of such information is necessary to avoid or correct a misstatement or omission in any Registration Statement or is otherwise required to be disclosed in such Registration Statement pursuant to the Securities Act, (iii) the release of such information is ordered pursuant to a subpoena or other final, non-appealable order from a court or governmental body of competent jurisdiction, or (iv) such information has been made generally available to the public other than by disclosure in violation of this Agreement or any other Transaction Agreement. The Company agrees that it shall, upon learning that disclosure of such information concerning the Investor is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt written notice to the Investor and allow the Investor, at the Investor's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, such information.

(i) Without limiting any obligation of the Company under the Purchase Agreement, the Company shall use its commercially reasonable best efforts either to cause all of the Registrable Securities covered by each Registration Statement to be listed on the applicable Trading Market (as defined in the Purchase Agreement). The Company shall pay all fees and expenses in connection with satisfying its obligation under this Section 3(i).

(j) Upon the written request of the Investor, the Company shall, as soon as reasonably practicable after receipt of notice from the Investor, (i) incorporate in a Prospectus Supplement or post-effective amendment such information as the Investor reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering; (ii) make all required filings of such Prospectus Supplement or post-effective amendment after being notified of the matters to be incorporated in such Prospectus Supplement or post-effective amendment; and (iii) supplement or make amendments to any Registration Statement or Prospectus contained therein if reasonably requested by the Investor.

(k) *[Reserved]*.

(l) The Company shall make generally available to its security holders (which may be satisfied by making such information available on EDGAR) as soon as practical, but not later than ninety (90) days after the close of the period covered thereby, an earnings statement (in form complying with, and in the manner provided by, the provisions of Rule 158 under the Securities Act) covering a twelve-month period beginning not later than the first day of the Company's fiscal quarter next following the applicable Effective Date of each Registration Statement.

(m) The Company shall otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission in connection with any registration hereunder.

4. Obligations of the Investor.

(a) At least five (5) Business Days prior to the first anticipated filing date of each Registration Statement (or such shorter period to which the parties agree), the Company shall notify the Investor in writing of the information the Company requires from the Investor with respect to such Registration Statement. It shall be a condition precedent to the obligations of the Company to complete the registration pursuant to this Agreement with respect to the Registrable Securities of the Investor that the Investor shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it, as shall be reasonably required to effect and maintain the effectiveness of the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request.

(b) The Investor, by its acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of each Registration Statement hereunder, unless the Investor has notified the Company in writing of the Investor's election to exclude all of the Investor's Registrable Securities from such Registration Statement.

(c) The Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described the first sentence of Section 3(f), the Investor shall (i) immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement(s) covering such Registrable Securities until the Investor's receipt of the copies of the supplemented or amended Prospectus contemplated by the first sentence of Section 3(f) or receipt of notice that no supplement or amendment is required and (ii) maintain the confidentiality of any information included in such notice delivered by the Company unless otherwise required by law or subpoena.

(d) The Investor covenants and agrees that it shall comply with the prospectus delivery and other requirements of the Securities Act as applicable to it in connection with sales of Registrable Securities pursuant to a Registration Statement.

5. Expenses of Registration**.** All reasonable expenses of the Company, other than sales or brokerage commissions and fees, incurred in connection with registrations, filings or qualifications pursuant to Sections 2 and 3, including, without limitation, all registration, listing and qualifications fees, printers and accounting fees incurred by the Company, and fees and disbursements of counsel for the Company, shall be paid by the Company.

6. Indemnification.

(a) To the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend the Investor, each of its directors, officers, shareholders, members, partners, employees, agents, representatives (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding the lack of such title or any other title) and each Person, if any, who controls the Investor within the meaning of the Securities Act or the Exchange Act and each of the directors, officers, shareholders, members, partners, employees, agents, representatives (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding the lack of such title or any other title) of such controlling Persons (each, an "Investor Party" and collectively, the "Investor Parties"), against any losses, obligations, claims, damages, liabilities, contingencies, judgments, fines, penalties, charges, costs (including, without limitation, court costs, reasonable attorneys' fees, costs of defense and investigation), amounts paid in settlement or expenses, joint or several (collectively, "Claims") reasonably incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency, body or the Commission, whether pending or threatened, whether or not an Investor Party is or may be a party thereto ("Indemnified Damages"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in a Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other "Blue Sky" laws of any jurisdiction in which Registrable Securities are offered ("Blue Sky Filing"), or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any untrue statement or alleged untrue statement of a material fact contained in any Prospectus (as amended or supplemented) or in any Prospectus Supplement or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in light of the circumstances under which the statements therein were made, not misleading (the matters in the foregoing clauses (i) and (ii) being, collectively, "Violations"). Subject to Section 6(c), the Company shall reimburse the Investor Parties, promptly as such expenses are incurred and are due and payable, for any reasonable legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a): (i) shall not apply to a Claim by an Investor Party arising out of or based upon a Violation which occurs (A) as a result of the Investor Party's affirmatively adjudicated fraud, bad faith, negligence or misconduct, or (B) in reliance upon and in conformity with information furnished in writing to the Company by such Investor Party for such Investor Party expressly for use in connection with the preparation of such Registration Statement, Prospectus or Prospectus Supplement or any such amendment thereof or supplement thereto (it being hereby acknowledged and agreed that only written information expressly confirmed and consented to in writing by the Investor as furnished by the Investor for use in any Registration Statement, Prospectus or Prospectus Supplement shall be utilized by the Company for such purposes); (ii) shall not be available to the Investor to the extent such Claim is based on a failure of the Investor to deliver or to cause to be delivered the Prospectus (as amended or supplemented) made available by the Company (to the extent applicable), including, without limitation, a corrected Prospectus, if such Prospectus (as amended or supplemented) or corrected Prospectus was timely made available by the Company pursuant to Section 3(d) and then only if, and to the extent that, following the receipt of the corrected Prospectus no grounds for such Claim would have existed; and (iii) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Investor Party and shall survive the transfer of any of the Registrable Securities by the Investor.

(b) In connection with any Registration Statement in which the Investor is participating, the Investor agrees to severally and not jointly indemnify, hold harmless and defend, to the same extent and in the same manner as is set forth in Section 6(a), the Company, each of its directors, each of its officers who signs the Registration Statement and each Person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act (each, a "Company Party"), against any Claim or Indemnified Damages to which any of them may become subject, under the Securities Act, the Exchange Act or otherwise, insofar as such Claim or Indemnified Damages arise out of or are based upon any Violation, in each case, to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with written information relating to the Investor furnished to the Company by the Investor expressly for use in connection with such Registration Statement, the Prospectus included therein or any Prospectus Supplement thereto (it being hereby acknowledged and agreed that only written information expressly confirmed and consented to in writing by the Investor as furnished by the Investor for use in any Registration Statement, Prospectus or Prospectus Supplement shall be utilized by the Company for such purposes); and, subject to Section 6(c) and the below provisos in this Section 6(b), the Investor shall reimburse a Company Party any legal or other expenses reasonably incurred by such Company Party in connection with investigating or defending any such Claim; provided, however, the indemnity agreement contained in this Section 6(b) and the agreement with respect to contribution contained in Section 7 shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Investor, which consent shall not be unreasonably withheld or delayed; and provided, further that the Investor shall be liable under this Section 6(b) for only that amount of a Claim or Indemnified Damages as does not exceed the net proceeds to the Investor as a result of the applicable sale of Registrable Securities by the Investor pursuant to such Registration Statement, Prospectus or Prospectus Supplement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Company Party and shall survive the transfer of any of the Registrable Securities by the Investor.

(c) Promptly after receipt by an Investor Party or Company Party (as the case may be) under this Section 6 of notice of the commencement of any action or proceeding (including, without limitation, any governmental action or proceeding) involving a Claim, such Investor Party or Company Party (as the case may be) shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Investor Party or the Company Party (as the case may be); provided, however, an Investor Party or Company Party (as the case may be) shall have the right to retain its own counsel with the fees and expenses of such counsel to be paid by the indemnifying party if: (i) the indemnifying party has agreed in writing to pay such fees and expenses; (ii) the indemnifying party shall have failed promptly to assume the defense of such Claim and to employ counsel reasonably satisfactory to such Investor Party or Company Party (as the case may be) in any such Claim; or (iii) the named parties to any such Claim (including, without limitation, any impleaded parties) include both such Investor Party or Company Party (as the case may be) and the indemnifying party, and such Investor Party or such Company Party (as the case may be) shall have been advised by counsel that a conflict of interest is likely to exist if the same counsel were to represent such Investor Party or such Company Party and the indemnifying party (in which case, if such Investor Party or such Company Party (as the case may be) notifies the indemnifying party in writing that it elects to employ separate counsel at the expense of the indemnifying party, then the indemnifying party shall not have the right to assume the defense thereof on behalf of the indemnified party and such counsel shall be at the expense of the indemnifying party), provided further that in the case of clause (iii) above the indemnifying party shall not be responsible for the reasonable fees and expenses of more than one (1) separate legal counsel for all Investor Parties or Company Parties (as the case may be). The Company Party or Investor Party (as the case may be) shall reasonably cooperate with the indemnifying party in connection with any negotiation or defense of any such action or Claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Company Party or Investor Party (as the case may be) which relates to such action or Claim. The indemnifying party shall keep the Company Party or Investor Party (as the case may be) reasonably apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its prior written consent; provided, however, the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the prior written consent of the Company Party or Investor Party (as the case may be), consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Company Party or Investor Party (as the case may be) of a release from all liability in respect to such Claim or litigation, and such settlement shall not include any admission as to fault on the part of the Company Party. For the avoidance of doubt, the immediately preceding sentence shall apply to Sections 6(a) and 6(b) hereof. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Company Party or Investor Party (as the case may be) with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Investor Party or Company Party (as the case may be) under this Section 6, except to the extent that the indemnifying party is materially and adversely prejudiced in its ability to defend such action.

(d) No Person involved in the sale of Registrable Securities who is guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) in connection with such sale shall be entitled to indemnification from any Person involved in such sale of Registrable Securities who is not guilty of fraudulent misrepresentation.

(e) The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred; provided that any Person receiving any payment pursuant to this Section 6 shall promptly reimburse the Person making such payment for the amount of such payment to the extent a court of competent jurisdiction determines that such Person receiving such payment was not entitled to such payment.

(f) The indemnity and contribution agreements contained herein shall be in addition to (i) any cause of action or similar right of the Company Party or Investor Party against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

7. Contribution. To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however: (i) no contribution shall be made under circumstances where the maker would not have been liable for indemnification under the fault standards set forth in Section 6 of this Agreement, (ii) no Person involved in the sale of Registrable Securities which Person is guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) in connection with such sale shall be entitled to contribution from any Person involved in such sale of Registrable Securities who was not guilty of fraudulent misrepresentation; and (iii) contribution by any seller of Registrable Securities shall be limited in amount to the amount of net proceeds received by such seller from the applicable sale of such Registrable Securities pursuant to such Registration Statement. Notwithstanding the provisions of this Section 7, the Investor shall not be required to contribute, in the aggregate, any amount in excess of the amount by which the net proceeds actually received by the Investor from the applicable sale of the Registrable Securities subject to the Claim exceeds the amount of any damages that the Investor has otherwise been required to pay, or would otherwise be required to pay under Section 6(b), by reason of such untrue or alleged untrue statement or omission or alleged omission.

8. Reports Under the Exchange Act. With a view to making available to the Investor the benefits of Rule 144, the Company agrees to do the following:

(a) use its commercially reasonable efforts to make and keep public information available, as those terms are understood and defined in Rule 144;

(b) use its commercially reasonable efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act so long as the Company remains subject to such requirements (it being understood that nothing herein shall limit any of the Company's obligations under the Purchase Agreement) and the filing of such reports and other documents is required for the applicable provisions of Rule 144;

(c) furnish to the Investor, so long as the Investor owns Registrable Securities, promptly upon request, (i) a written statement by the Company, if true, that it has complied with the reporting, submission and posting requirements of Rule 144 and the Exchange Act, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company with the Commission if such reports are not publicly available via EDGAR, and (iii) such other information as may be reasonably requested to permit the Investor to sell such securities pursuant to Rule 144 without registration; and

(d) take such additional action as is reasonably requested by the Investor to enable the Investor to sell the Registrable Securities pursuant to Rule 144, including, without limitation, delivering all such legal opinions, consents, certificates, resolutions and instructions to the Company's Transfer Agent (as defined in the Purchase Agreement) as may be reasonably requested from time to time by the Investor and otherwise fully cooperate with Investor and Investor's broker to effect such sale of securities pursuant to Rule 144.

9. Assignment of Registration Rights**.** Neither the Company nor the Investor shall assign this Agreement or any of their respective rights or obligations hereunder.

10. Amendment or Waiver. No provision of this Agreement may be (i) amended other than by a written instrument signed by both parties hereto or (ii) waived other than in a written instrument signed by the party against whom enforcement of such waiver is sought. Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof.

11. Miscellaneous.

(a) Solely for purposes of this Agreement, a Person is deemed to be a holder of Registrable Securities whenever such Person owns or is deemed to own of record such Registrable Securities. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Securities, the Company shall act upon the basis of instructions, notice or election received from such record owner of such Registrable Securities.

(b) Any notices, consents, waivers, or other communications required or permitted to be given under the terms of this Agreement shall be given in accordance with Section 7.5 of the Purchase Agreement.

(c) Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof. The Company and the Investor acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that either party shall be entitled to an injunction or injunctions to prevent or cure breaches of the provisions of this Agreement by the other party and to enforce specifically the terms and provisions hereof (without the necessity of showing economic loss and without any bond or other security being required), this being in addition to any other remedy to which either party may be entitled by law or equity.

(d) All questions concerning the governing law, construction, validity, enforcement, arbitration, dispute resolution and interpretation of this Agreement shall be under the same terms as set forth under Section 7 of the Purchase Agreement, including, without limitation, Sections 7.2, 7.7, 7.12, and 7.13 thereunder. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

(e) The Transaction Agreements set forth the entire agreement and understanding of the parties solely with respect to the subject matter thereof and supersedes all prior and contemporaneous agreements, negotiations and understandings between the parties, both oral and written, solely with respect to such matters. There are no promises, undertakings, representations or warranties by either party relative to the subject matter hereof not expressly set forth in the Transaction Agreements. Notwithstanding anything in this Agreement to the contrary and without implication that the contrary would otherwise be true, nothing contained in this Agreement shall limit, modify or affect in any manner whatsoever (i) the conditions precedent to a purchase contained in Sections 5 and 6 of the Purchase Agreement or (ii) any of the Company's obligations under the Purchase Agreement.

(f) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. This Agreement is not for the benefit of, nor may any provision hereof be enforced by, any Person, other than the parties hereto, their respective successors and the Persons referred to in Sections 6 and 7 hereof (and in such case, solely for the purposes set forth therein).

(g) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof. The terms "including," "includes," "include" and words of like import shall be construed broadly as if followed by the words "without limitation." The terms "herein," "hereunder," "hereof" and words of like import refer to this entire Agreement instead of just the provision in which they are found.

(h) This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a signature delivered by e-mail in a ".pdf" format data file, including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com, www.echosign.adobe.com, etc., shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original signature.

(i) Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(j) The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party.

12. Termination. This Agreement shall terminate in its entirety upon the date on which the Investor shall no longer hold any Registrable Securities; *provided*, that the provisions of Sections 6, 7, 9, 10 and 11 shall remain in full force and effect for the longest period under applicable laws.

[S*ignature Pages Follow*]

IN WITNESS WHEREOF, the Investor and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the Execution Date.

COMPANY:

LOGICMARK, INC.

By: /s/ Mark Archer
Name: Mark Archer
Title: Chief Financial Officer

INVESTOR:

White Lion Capital LLC

By: /s/ Sam Yaffa
Name: Sam Yaffa
Title: Managing Director

Signature Page to Registration Rights Agreement

VOTING AGREEMENT

This Voting Agreement (this "**Voting Agreement**") is being delivered to you in connection with an understanding by and between LogicMark, Inc., a Nevada corporation (the "**Company**"), and the person or persons named on the signature pages attached hereto.

Reference is hereby made to the Securities Purchase Agreement (the "**SPA**") dated July 28, 2026, by and between you and the Company relating to the purchase of 250,000 shares of Series J Convertible Preferred Stock of the Company, $0.0001 par value per share (the "**Preferred Stock**") by you (the "**Holder**").

The Holder agrees to vote all shares of Preferred Stock it beneficially owns on and after July 28, 2026 with respect to all of the proposals presented by the Company to the stockholders of the Company at the Company's next meeting of its stockholders, including at every adjournment or postponement thereof, or any subsequent meeting of its stockholders duly called for the same or similar purposes, in favor of such proposal or proposals that are recommended by the Company's board of directors.

The Company acknowledges and agrees that, upon the filing of the Current Reports (as defined in the SPA) on Form 8-K pursuant to Section 4.9 of the SPA, any and all confidentiality or similar obligations under any agreement, if any, whether written or oral, between the Company or any of its officers, directors, affiliates, employees or agents, on the one hand, and the Holder or any of its affiliates, on the other hand, with respect to this Voting Agreement and the transactions contemplated hereby shall terminate. Notwithstanding anything contained in this Voting Agreement to the contrary and without implication that the contrary would otherwise be true, the Company expressly acknowledges and agrees that, upon the filing of a Current Report on Form 8-K pursuant to Section 4.9 of the SPA, the Holder shall not have (unless expressly agreed to by the Holder after the date hereof in a written definitive and binding agreement executed by the Company and the Holder), any duty of confidentiality with respect to, or a duty to the Company not to trade on the basis of, any material, non-public information regarding the Company.

Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Voting Agreement must be in writing and shall be delivered to the Holder at the e-mail address or facsimile number on the signature page hereto.

This Voting Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, letters and understandings relating to the subject matter hereof and are fully binding on the parties hereto.

This Voting Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. This Voting Agreement may be executed and accepted by facsimile or PDF signature and any such signature shall be of the same force and effect as an original signature.

The terms of this Voting Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

This Voting Agreement may not be amended or modified except in writing signed by each of the parties hereto.

All questions concerning the construction, validity, enforcement and interpretation of this Voting Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Nevada, without regard to the principles of conflicts of law thereof.

Each party hereto acknowledges that, in view of the uniqueness of the transactions contemplated by this Voting Agreement, the other party or parties hereto will not have an adequate remedy at law for money damages in the event that this Voting Agreement has not been performed in accordance with its terms, and therefore agrees that such other party or parties shall be entitled to seek specific enforcement of the terms hereof in addition to any other remedy it may seek, at law or in equity.

The parties hereto have executed this Voting Agreement as of the date first set forth above.

LOGICMARK, INC.

By: /s/ Mark Archer
Name: Mark Archer
Title: Chief Financial Officer

The parties hereto have executed this Voting Agreement as of the date first set forth above.

WHITE LION CAPITAL LLC

By: /s/ Sam Yaffa
Name: Sam Yaffa
Title: Managing Director

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (the **"Agreement**") executed on July 27, 2026 is amended and restated effective as of May 10, 2026 ("**Effective Date**"), between Chia-Lin Simmons (the **"Executive**") and LogicMark, Inc., a Nevada corporation (the "**Company**"). The Company and Executive will collectively be referred to as the "Parties."

RECITALS

A. Executive and the Company previously entered into that certain Executive Employment Agreement on November 2, 2022, effective as of June 14, 2022 (the "**Prior Agreement**"), providing for Executive to serve as the Company's Chief Executive Officer for a term commencing on May 10, 2022 through and until August 31, 2025, which was extended through August 31, 2026 pursuant to an Amendment to the Prior Agreement dated May 15, 2025 (the "EA Amendment").

B. The Company desires to assure itself of the continued services of Executive by engaging Executive to perform services as Chief Executive Officer of the Company under the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Employment. The Company hereby agrees to employ Executive and Executive hereby accepts employment with the Company on the terms and subject to the conditions hereinafter set forth.

2. Duration of Employment. Subject to the terms of this Agreement, the Executive's employment hereunder shall be deemed to have begun on May 10, 2026 ("**Commencement Date**") and shall continue until August 31, 2028 (the "**Term**"), unless terminated on an earlier date pursuant to Section 7 below, or extended by mutual agreement of the Parties. The Executive and the Company agree that, as of the Effective Date, the Prior Agreement is deemed to have been superseded by this Agreement and of no further force and effect.

3. Position and Duties. During the Term, the Company shall continue to employ the Executive in the position of President and Chief Executive Officer of the Company. Executive shall report to the Board of Directors of the Company (the "**Board**"). During the Term, Executive shall also serve as a member of the Board, subject to reelection by the Company's stockholders in accordance with the Company's Articles of Incorporation, Bylaws and applicable federal and state laws. Executive shall render such services to the Company as are customarily rendered by an executive holding the position of Chief Executive Officer, President and/or Director of comparable companies and as required by the Company's Articles of Incorporation, Bylaws and applicable federal and state laws.

3.1 During the Term, Executive will devote her best efforts and abilities to the Company's business and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or unreasonably interfere with the rendering of such services either directly or indirectly, without the prior written consent of the Board. Notwithstanding the above, Executive shall be permitted to serve on the board of directors for other entities, provided that such entities do not compete with the Company and that Executive's services on such other boards does not interfere with her work for the Company.

4. Location. The Company's corporate office is located at 2801 Diode Lane, Louisville, Kentucky, 40299. However, Executive shall be permitted to perform her job remotely and shall not be required to perform work related services at the Kentucky location referenced above.

5. Compensation.

5.1 **Base Compensation**. As compensation for the performance of Executive's services hereunder, the Company shall pay to Executive an annual base salary of Five Hundred Thirty-Seven Thousand Five Hundred Dollars ($537,500) (the "**Base Salary**"), effective as of May 10, 2026. The Base Salary may be increased from time to time in the Board's sole discretion and upon its approval. The Base Salary shall be reviewed annually and may be increased (but not decreased) from time to time in the Board's sole discretion and upon its approval. The Base Salary shall be payable in accordance with the Company's normal payroll practices, less such deductions and amounts to be withheld therefrom by law or at Executive's request.

5.2 **Annual Bonus**. Executive will also be eligible to participate in an annual bonus program. The annual bonus shall have a target, and maximum amount, of 100% of eligible base salary, subject to applicable taxes and withholdings (the "**Bonus**"). In the fourth quarter of each year, the Executive shall propose annual goals, and bonus criteria, which shall address both operational and financial targets, and which shall reflect clear metrics ("**Annual Bonus Goals**"), for the next fiscal year to the Board, and the Board shall approve Annual Bonus Goals that are mutually agreeable to both parties. For the 2026 fiscal year, the Annual Bonus Goals were previously determined and are set forth at **Exhibit A** to this Agreement. Following the close of each subsequent fiscal year, the Compensation Committee shall determine the amount of the Executive's Bonus within the guidance set forth in the Annual Bonus Goals. The Bonus, if any, shall be paid either in January of the following year or upon completion of the annual audit, if financial objectives are included in the Bonus Criteria, but no later than March 30 of the following year. Except as provided in this Agreement, Executive shall not be entitled to receive any Bonus if she is not employed by the Company on the date the Bonus is due to be paid hereunder.

5.3 **Long Term Incentive**. The Company and Executive acknowledge that Executive has received grants of shares of the Company's Common Stock, each subject to the restrictions and other terms and conditions set forth in a respective Restricted Stock Agreement, as amended, pertaining to such grant (each such share, a "**Restricted Share**" and collectively, the "**Restricted Share**s"). Executive shall be issued further Restricted Shares (or other common equity, as applicable) grants from time to time during the Term pursuant to this Section 5.3 so that the aggregate number of Restricted Shares held of record by Executive at all times during the Term equals six percent (6%) of the Company's aggregate issued and outstanding stock as of the applicable date of grant. Each such grant shall provide for single-trigger acceleration upon a "Change in Control" (as defined below), and Executive's relevant equity agreements are hereby amended to reflect such single-trigger acceleration (having deleted, as applicable, from each applicable equity agreement the condition that Executive remain an employee or service provider to the Company and its affiliates through the date of such Change in Control). Further, additional grants shall be required, and the Company shall issue such grants to Executive prior to any shareholder meeting or, if earlier, promptly following any Financing Transaction (as defined below), in each case to the extent necessary to restore Executive's ownership to not less than six percent (6%) of the Company's aggregate issued and outstanding stock as of the date of such issuance and provided further that Executive is employed by Company on the date of the grant. For purposes of this Agreement, "Financing Transaction" means any transaction pursuant to which the Company issues equity securities or securities convertible into or exercisable for equity securities, whether for cash, services, property, or other consideration, including any private placement, public offering, at-the-market offering, convertible note or SAFE financing, or equity issued in connection with a strategic partnership, acquisition, or similar transaction; provided, however, that "Financing Transaction" shall not include (i) grants made under a Company equity incentive plan to employees, directors, or consultants in the ordinary course of business, or (ii) issuances upon the exercise or conversion of equity securities outstanding as of the Effective Date.

Following any Change in Control, stock sale, or other similar transaction ("Transaction"), and during the Term, Executive shall be entitled to receive equity awards sufficient for Executive to maintain ownership interest in the surviving, acquiring, parent, successor or other resulting entity that succeeds to the business of the Company (the "Successor") or a parent company of the Successor, of not less than six percent (6%) of the Successor or the parent company of the Successor's aggregate issued and outstanding equity interests, provided Executive is employed by the Successor or an affiliate of the Successor. In connection with any such Transaction, to the extent Executive's then-outstanding equity in the Company is purchased, or cashed out, the Company and/or the Successor shall take all actions necessary so that contemporaneously with such Transaction, Executive receives grants of equity interests in the Successor or the parent company of the Successor such that immediately following the closing of the Transaction Executive holds sufficient equity interests or equity awards of not less than six percent (6%) of the Successor's or the parent company of the Successor's aggregate issued and outstanding equity interests in accordance with the preceding sentence. Further, Executive will be entitled, and the Successor or the parent company of the Successor will be obligated, to grant and issue additional equity interests in order for Executive to maintain such six percent (6%) of the Successor's or the parent company of the Successor's aggregate issued and outstanding equity interests at least once a year and prior to any shareholder meeting (if any) or, if earlier, promptly following any Financing Transaction, provided Executive is employed on the date of grant. Such newly issued equity interests may have revised vesting requirements but the other terms of its ownership shall mirror the acceleration, and other material terms and conditions applicable to Executive's ownership interests immediately prior to such Transaction and the Company shall not, and shall cause any Successor not to, effect any transaction or take any action the purpose or effect of which is to impair, diminish or circumvent Executive's rights under this Section. To the extent that Executive purchases any equity interests in any Successor, the value of such equity interests will not be included in the calculation of any grants to Executive in accordance with this paragraph. Notwithstanding anything in this Section to the contrary, Executive's continuing right to equity awards representing 6% of the aggregate issued and outstanding equity interests of the Successor or the parent company of Successor shall end upon a subsequent Change in Control of the Successor or a parent company of the Successor.

Further, the Company and Executive hereby amend Executive's Restricted Stock Agreements to provide for the single trigger acceleration as described herein. On an annual basis, beginning on the first anniversary of the Effective Date, the Board shall consider in its sole discretion further grant(s) of equity to Executive.

As used in this Agreement a "Change in Control" shall mean any of the following events (l) the acquisition by any individual entity or group (within the meaning of Section l 3 (d)(3) or 14(d)(2) of the Securities Exchange Act of l 934 as amended (the "Exchange Act") (such individual entity or group a "Person") of beneficial ownership (within the meaning of Rule l 3 d-3 promulgated under the Exchange Act) of 35% or more of the then-outstanding shares of Common Stock plus any other outstanding shares of capital stock of the Company entitled to vote in the election of the Company's directors (the "Outstanding Company Voting Securities") provided however that the Company and any employee benefit plan (or related trust) sponsored by it shall not be deemed to be a Person, or (2) a change in the composition of the Board such that the individuals who constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board within any 365-day period (and for this purpose any individual whose election or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered a member of the Incumbent Board) or (3) the consummation of a reorganization, merger, statutory share exchange, or consolidation or similar corporate transaction involving the Company or any of its subsidiaries or a sale or other disposition of substantially all of the assets of the Company or a material acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each a "Business Combination") if (i) the individuals and entities that were the beneficial owners of the Outstanding Company Voting Securities immediately prior to such Business Combination do not beneficially own directly or indirectly more than 35% of the then-outstanding shares of stock and the combined voting power of the then-outstanding voting securities of the company resulting from such Business Combination or (ii) a Person beneficially owns directly or indirectly 50% or more of the then-outstanding shares of stock of the company resulting from such Business Combination or (iii) members of the Incumbent Board do not comprise at least a majority of the members of the board of directors of the company resulting from such Business Combination or (4) the approval by the shareholders (or in the case of (4)(i) the Board) of the Company of (i) a complete liquidation or dissolution of the Company (ii) any merger, consolidation, or recapitalization event occurs the result of which is that the Company is not the surviving entity or (iii) upon the Company's insolvency, a general assignment for the benefit of creditors or the commencement by or against the Company of any action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Company's debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors or seeking appointment of a receiver or other similar official for the Company for all or any substantial part of the Company's assets.

5.4 **Vacation**. Executive shall accrue four weeks of vacation per calendar year. Executive shall be entitled to carry over vacation to the following calendar year. However, if Executive's vacation balance reaches six weeks, Executive shall cease accrual of vacation until the vacation balance drops below this maximum cap. Any accrued but unused vacation shall be paid out upon termination of Executive's employment with the Company at Executive's then-current base salary rate of pay.

5.5 **Other Benefits**. The Company shall provide the Executive with the following insurance benefits at no cost to the Executive: (1) Preferred Provider Organization medical, dental and vision coverage for the Executive and her dependents, (2) short-term disability insurance, (3) long-term disability insurance, (4) $500,000 of term life insurance and (5) Accidental Death and Dismemberment Insurance. In addition, Executive shall be entitled to participate in all of the Company's other employee benefit plans and arrangements.

(a) 401(k) Plan. Executive will be eligible to participate in the Company's 401(k) Plan, and the Company shall match Executive's contributions to that Plan, at the same level of matching for other executive employees, subject to the eligibility requirements and other terms and conditions of the 401(k) plan. The foregoing medical, dental, vision and 401(k) Plans (and any other plan that the Company may maintain from time to time) shall collectively be referred to as the "**Benefits**."

(b) The Company will provide Executive with an allowance up to Thirty Thousand Dollars ($30,000) per year to be used for educational or coaching purposes. Expenses will be paid by the Company directly to the vendor.

(c) The Company will pay the cost of Executive's personal tax counseling, preparation of her personal income tax returns, financial planning, and/or wealth management counseling, up to an annual maximum of ten thousand dollars ($10,000) in the aggregate for all such services. Expenses will be paid by the Company directly to the vendors.

5.6 **Directors and Officers Liability Insurance.** At all times during the Term, and following its expiration or termination for any reason, the Company shall maintain coverage for Executive in the amount of a minimum of ten million dollars ($10,000,000) of Directors and Officers Liability Insurance, which shall include tail coverage for a period of five years after the expiration or termination of Executive's employment.

6. Expenses. Executive shall be reimbursed for reasonable expenses for promoting the business of the Company, including reasonable entertainment and similar items pursuant to the Company's general travel and expenses policy. Executive will also be entitled to reimbursement of cell phone and home Internet connectivity charges. The Company will provide Executive with a corporate credit card; for expenses not charged on her corporate credit card, reimbursement shall be made within 15 calendar days of Executive's submission of the proper documentation substantiating the business-related expense.

7. <u>Termination</u>.

7.1 **Cause.** The Board may terminate Executive's employment at any time during the Term for Cause. For purposes of this Agreement, "Cause" means any of the following:

(a) The commission by Executive of a material act of fraud or embezzlement against the Company;

(b) Executive's willful and continued violation of any material provision of this Agreement, which has not been cured within 30 days after written notice of such non-compliance has been given in writing by the Board to Executive, to the extent such violation is capable of being cured;

(c) Executive's gross negligence or willful misconduct in connection with the performance of her duties, which has not been cured within 30 days after written notice of such gross negligence or willful misconduct has been given in writing by the Board to Executive, to the extent such violation is capable of being cured;

(d) Executive's intentional refusal or willful failure to follow material and lawful Company policies, or to substantially carry out the lawful and reasonable direction of the Board (other than any such failure resulting from Executive's Disability (as defined below) and excluding any failure to achieve a lawful and reasonable directive following the expenditure by Executive of commercially reasonable best efforts), which has not been cured within 30 days after written notice of such refusal or failure has been given in writing by the Board to Executive, to the extent such refusal or failure is capable of being cured; or

(e) Executive's conviction of a felony, which in the reasonable opinion of the Board, substantially and materially impairs Executive's capacity to perform her duties under this Agreement or is materially injurious to the Company.

With respect to all of the above, no act or failure to act on the part of Executive shall be considered "willful" unless the Board reasonably and in good faith determines it was done, or omitted to be done, in bad faith or without reasonable belief that Executive's act or omission was in the best interests of the Company. Without limitation, any act, or failure to act, based upon express authority given pursuant to a resolution duly adopted by the Board with respect to such act or omission, or based upon the advice of legal counsel to the Company, shall be conclusively presumed to be done, or omitted to be done, by Executive in good faith and in the best interests of the Company.

7.2 **Resignation or Termination by Company with Cause.** If the Board terminates Executive's employment with Cause, or Executive resigns from the Company without "Good Reason" (as defined below), then the Company shall pay Executive's Base Salary prorated through the date of termination, at the rate in effect at the time notice of termination is given, together with accrued but unused vacation pay. In addition, Executive shall retain all of the shares of Common Stock granted to her under her Restricted Stock Agreements that have vested as of the date of termination, pursuant to the terms set forth in such Restricted Stock Agreements.

7.3 **Expiration of Term.** Nothing in this Agreement shall be construed to require the Company to extend the Term of this Agreement or to offer the Executive employment after this Agreement expires, or for Executive to provide services to the Company after such Term ends and/or this Agreement expires. If the Term expires without renewal of this Agreement and without any other agreement for continuing employment by the Company of the Executive beyond the Term, then the Company shall pay to Executive, on the expiration date, Executive's Base Salary prorated through the final day of the Term, at the rate in effect at the time notice of termination is given, together with (i) accrued but unused vacation pay, (ii) any remaining Bonus for a prior fiscal year that has accrued but has not yet been paid to Executive as of the expiration date, (iii) a prorated portion of Executive's Bonus for the current fiscal year, as determined by the Board in its discretion in light of Executive's achievement of the Annual Bonus Goals through the expiration date, any other factors relevant to Executive's performance during such fiscal year and the Company's overall performance during such fiscal year, and (iv) salary continuation, executive medical insurance coverage and Company-paid COBRA coverage for twelve (12) months.

7.4 **Termination for Convenience**. The Board may terminate Executive without Cause upon sixty (60) days' written notice to Executive.

7.5 **Good Reason**. Executive may terminate her employment for Good Reason as defined below, at any time upon written notice to the Board, which notice specifies the reason(s) for her termination. The term "**Good Reason**" shall mean the occurrence of any one of the following events:

(a) Without Executive's express written consent, the Board removes Executive from or fails to reappoint Executive to any of her positions as specified in this Agreement, except in connection with the termination of Executive's employment resulting from death, incapacity, Cause, or expiration or non-renewal of this Agreement;

(b) Without Executive's express written consent, the Board: (i) materially reduces Executive's duties, responsibilities or authorities (in each case where they are substantially related to Executive's role as Chief Executive Officer), including Executive's position as CEO and a member of the Company's (or its successor's) governing Board Directors, job title, reporting relationship, or working conditions from what was in effect on the Effective Date and the Company has failed to correct such matter within 30 days of written notice thereof from Executive that Executive intends to resign if such matter is not remedied, (ii) reduces Executive's Base Salary, as then in effect, except in connection with an executive-wide, cost-cutting reduction in salaries, with reductions of no more than ten percent (10%), (iii) directs Executive to take any action or omit to take any action which constitutes a violation of applicable law; or (iv) if Executive is required to work at least three (3) days per week more than thirty (30) miles from Executive's current work location;

(c) Failure by the Company to comply with any material provision of this Agreement, which has not been cured within 30 days after written notice of such non-compliance has been given by Executive to the Board; or failure by the Company to obtain the assumption of this Agreement by any successor or assign of the Company after a Change in Control.

7.6 **Termination for Convenience, Disability, Death or by Executive for Good Reason.** In the event that, during the Term, Executive's employment with the Company is terminated: (1) without Cause, (2) due to Executive's death or Disability (as defined below), or (3) due to Executive resigning with Good Reason, Executive shall (subject to, in the case of termination without Cause, Disability, or resignation for Good Reason, the execution and delivery by the Executive to the Company of a general release agreement in a form reasonably prescribed by the Company, be entitled to receive the greater of (i) the balance of Base Salary and benefits still owed to Executive under this Agreement, and (ii) salary continuation, executive medical insurance coverage and Company-paid COBRA coverage for eighteen (18) months. At the option of the Executive, COBRA premium payments will be made directly by the Company to the insurance carriers or to Executive at her time of separation from the Company. Under this Section 7.6, the Executive shall also receive the target Bonus, irrespective of the Annual Bonus Goals, prorated for days worked during the fiscal year, up until the date of termination, as well as accrued but unused vacation pay, payment of both of which will be made at the time of termination. With respect to the payments hereunder, Executive is not obligated to seek other employment, and these amounts shall not be mitigated to the extent that Executive obtains other employment. All of the unvested Restricted Shares or equity interests in a Successor held by Executive at the date of termination shall accelerate and vest in full as of the date of termination, and Executive (or, in the case of death, Executive's estate or designated beneficiaries) shall be entitled to retain all of such equity interests or Restricted Shares as well as the equity interests or Restricted Shares granted to her under her Restricted Stock Agreements which have previously vested, subject to Executive's satisfaction of any withholding obligation and notwithstanding any right of the Company (or any other party) to repurchase any of Executive's Restricted Shares or other equity interests under any agreement executed prior or subsequent to the date of this Agreement.

7.7 **Resignation of Other Positions.** Upon termination of employment for any reason whatsoever, the Executive shall be deemed to have resigned from any office(s) or positions then held with the Company, including the Board.

8. Disability. By signing and accepting this offer of employment, Executive is certifying, to the best of her knowledge, that Executive is able to perform the essential functions of the role outlined above, with or without reasonable accommodation. "**Disability**" means any health condition, physical or mental, or other cause beyond Executive's control that substantially prevents Executive from performing Executive's duties, even after the Company makes reasonable accommodation for a period of six consecutive months within any 360-day period. The Company may, in its sole discretion, grant Executive a leave of absence. The terms of such a leave shall be confirmed by the Board in writing, and shall determine Executive's right, if any, to continued compensation, Executive's obligation to continue Executive's job duties, the terms under which Executive may return to work, and all other conditions of the leave.

9. Confidentiality. Except as herein provided, Executive agrees that during Executive's employment by the Company and for a period of two (2) years after such employment terminates for any reason, Executive: (i) shall keep Confidential Information (as defined below) confidential and shall not directly or indirectly, use, divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information (as defined below) without the prior written consent of the Board or as otherwise required by law; (ii) shall refrain from any action or conduct which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the Confidential Information; and (iii) shall follow recommendations made by the Board from time to time regarding Confidential Information. Information disclosed by Executive pursuant to court order, subpoena or other applicable law, or disclosure to Executive's legal, tax, investment or accounting advisors or representatives shall not constitute a breach of this Section 9.

9.1 For purposes of this Agreement "Confidential Information" includes but is not limited to trade secrets, confidential information, knowledge or data of the Company, or any of its clients, customers, consultants, shareholders, licensees, licensors, vendors or affiliates, that Executive may produce, obtain or otherwise acquire or have access to during the course of Executive's employment with the Company (whether before or after the date of this Agreement), including but not limited to: matters of an artistic nature, scripts, concepts, ideas, business plans, records, and affairs; client lists and/or files; client matters; employee information, Company strategies and plans; sources of supply and vendors; special business relationships with vendors, agents, and brokers; promotional materials and information; financial matters; mergers; acquisitions; equipment, technologies and processes; personnel matters; inventions; intellectual property; technical data; software programs; operations and production costs; ideas; plans technology; market analysis; technical services; incentives; client needs; client concerns; and other information which Company has developed at its expenditure of time, effort and/or expense. All Confidential Information and all tangible materials containing Confidential Information are and shall remain the sole property of the Company, including, but not limited to electronic files and emails.

9.2 Executive shall have no obligation under this Agreement to maintain in confidence any information that: (i) is in the public domain at the time of disclosure; (ii) though originally Confidential Information, subsequently enters the public domain other than by breach of Executive's obligations hereunder or by breach of another person's or entity's confidentiality obligations; (iii) is shown by documentary evidence to have been known by Executive prior to disclosure to Executive by the Company; or (iv) Executive is required to disclose by applicable law or legal process.

9.3 Nothing in this Agreement prohibits or restricts Executive from filing a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board or a similar agency enforcing federal, state or local anti-discrimination laws. Executive further understands that this Agreement does not limit her ability to communicate with any government agency, entity or organization, make disclosures or otherwise participate in any investigation or proceeding that may be conducted by any government agency, entity or organization. Under the Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is (i) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nothing in this Agreement shall prohibit Executive from reporting possible violations of federal or state law or regulation to any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. Executive does not need the prior authorization of the Company to make any such whistleblower reports or disclosures and is not required to notify the Company that she has made such whistleblower reports or disclosures. Nothing in this Agreement prohibits or restricts Executive from making any other disclosures protected by law, including (without limitation) disclosure of her own salary to fellow employees. To the extent that Executive makes any protected disclosures to any governmental authority, she will exercise all commercially reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, reasonably cooperating with the Company (at the Company's sole expense) to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded such information or data by such governmental authority and will disclose only that portion of the Confidential Information that she is legally required to disclose.

10. Employee Non-Solicitation Covenant. During Executive's employment with the Company and for a period of one year following the termination of Executive's employment with the Company, Executive shall not solicit or attempt to solicit employees of the Company or its subsidiaries or affiliates for the purpose of having such employees leave their employment with the Company; provided, however, that the forgoing shall not prohibit any general solicitation not specifically directed to employees of the Company or hiring of an employee of the Company in response to such permitted general solicitation.

11. Advertising/Publicity. Executive agrees that during the Term, the Company shall have the right to use Executive's name, biography and likeness in connection with its business, including in advertising its products and services and may grant this right to others. Executive shall have a right of reasonable approval of such biography and likeness and any grants of such advertising/publicity rights by the Company to others.

12. Former Company Information. Executive agrees that Executive has not and will not, during Executive's employment with the Company: (i) improperly use or disclose any proprietary information or trade secrets of any person or entity with which Executive has an agreement or duty to keep in confidence information acquired by Executive; or (ii) bring onto the premises of the Company any document or confidential or proprietary information belonging to such person or entity unless consented to in writing by such person or entity. Executive shall indemnify the Company and hold it harmless from and against all third party claims, liabilities, damages and expenses, including reasonable outside attorneys' fees and costs of suit, arising out of or in connection with any violation of this Section.

13. Proprietary Rights; Assignment.

13.1 **Executive Developments.** For purposes of this Agreement, "Executive Developments" shall mean any idea, discovery, invention, design, method, technique, patents, trademarks, improvement, enhancement, development, computer program, machine, algorithm or other work or authorship that (i) relates to the business or operations of the Company or any of its subsidiaries or affiliates, or (ii) results from or is suggested by any undertaking assigned to Executive or work performed by Executive for or on behalf of the Company or any of its subsidiaries or affiliates, whether created alone or with others, during or after working hours. All Executive Developments shall be made for hire by Executive for the Company or any of its subsidiaries or affiliates, as further discussed below.

13.2 **Ownership and Assignment.** All Executive Developments and Confidential Information shall remain the sole property of the Company or any of its subsidiaries or affiliates. Executive shall acquire no proprietary interest in any Confidential Information or Executive Developments developed or acquired during Executive's employment with the Company. To the extent Executive may, by operation of law or otherwise, acquire any right, title or interest in or to any Confidential Information or Executive Development, Executive understands and agrees and hereby assigns to the Company all such proprietary rights.

13.3 **Execution of Assignment.** Executive understands and agrees that Executive shall, both during and after the termination of Executive's employment for any reason, upon the Company's request, promptly execute and deliver to the Company all such assignments, certificates and instruments, and shall promptly perform such other acts, as may be reasonably necessary or desirable for the Company to evidence, establish, maintain, perfect, enforce or defend the Company's rights in Confidential Information and Executive Developments.

13.4 **Acknowledgement of Labor Code Section 2870.** Executive understands and agrees that the Company is hereby advising Executive that any provision in this Agreement requiring Executive to assign rights in any invention does not apply to an invention that qualifies fully under the provisions of Section 2870 of the California Labor Code, and that this Paragraph shall constitute written notice of the provisions of Section 2870. Section 2870 provides as follows:

(a) Any provision in an employment agreement which provides that an Executive shall assign, or offer to assign, any of Executive's rights in an invention to Executive's Company shall not apply to an invention that the Executive developed entirely on Executive's own time without using the Company's equipment, supplies, facilities, or trade secret information, except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or

(2) Result from any work performed by the Executive for the Company.

(b) To the extent a provision in an employment agreement purports to require an Executive to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of the state and is unenforceable."

14. Work Made For Hire. The Parties expressly agree that other than with respect to the book that the Executive is in the process of authoring and publishing, to be titled "The Empathetic Innovator", or "Empathetic Innovation" (or such other name as determined by Executive and approved by the Company; the "Simmons-authored Book"), the results and proceeds of the services of Executive hereunder during Executive's employment with the Company shall constitute a "work made for hire" specially commissioned by the Company and, accordingly, the Company shall be considered the author of said material for all purposes and the exclusive and perpetual owner throughout the universe of all rights (whether or not now known or recognized) comprised of the copyright in and to said material and any and all patents, trademarks, or other right thereto. In the event that all or any portion of such results and proceeds of Executive's services shall for any reason not be deemed a "work made for hire" for the Company, Executive hereby grants, sells and assigns to the Company exclusively, perpetually, and throughout the universe, all rights of every nature (whether or not now known or recognized) in and to such results and proceeds, immediately upon their coming into existence, including all copyrights therein. Executive will, upon request of the Board, execute such additional documents consistent herewith as the Board may reasonably deem necessary to evidence and effectuate the Company's rights hereunder. If, after five business days following receipt of the Board's request, Executive fails to execute such documents, Executive hereby grants to the Company the right, as Executive's attorney-in-fact, which right shall be irrevocable and coupled with an interest, to execute, acknowledge, deliver and record in the United States Copyright Office or elsewhere, any and all such documents. The Company shall provide Executive with a copy of all such documents executed. Notwithstanding anything to the contrary in this Agreement or in any other agreement between Executive and the Company, including Sections 13 and 14 of this Agreement, the Simmons-authored Book, together with all drafts, manuscripts, outlines, notes, materials, created, conceived, authored or developed by Executive in connection therewith (collectively, the "Book Materials"), shall be and remain the sole and exclusive property of Executive. The Simmons-authored Book and the Book Materials shall not be deemed "work made for hire," "Executive Developments," Confidential Information, or property of the Company, and Executive shall retain all right, title and interest therein and thereto, including all trademark, copyright, patent and other intellectual property and proprietary rights, and all rights to publish, reproduce, distribute, display, license, adapt, modify, revise, prepare derivative works from, and otherwise use and commercialize the Simmons-authored Book and the Book Materials, and all proceeds, royalties and other income therefrom. To the extent any right, title or interest in or to the Simmons-authored Book or any Book Materials may vest in the Company by operation of law or otherwise, the Company hereby irrevocably assigns, transfers and conveys to Executive, without further consideration, all such right, title and interest.

15. Indemnity. The Company shall indemnify and agrees to defend and hold Executive harmless from and against any and all claims, damages, penalties or expenses arising from or in connection with the performance of Executive's job duties hereunder to the fullest extent required by law. The Executive shall be provided with the form of indemnification agreement provided by the Company to its officers and directors which shall provide, among other provisions, a full defense of claims and advancement of expenses and the maximum indemnification and limitation of liability under applicable law.

16. Excise Tax. Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its affiliates to the Executive or for the Executive's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute parachute payments ("Parachute Payments") within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), and are subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any interest or penalties with respect to such excise tax (collectively, the "Excise Tax"), then the Company shall pay to the Executive, no later than the time the Excise Tax is required to be paid by the Executive or withheld by the Company, an additional amount (the "Gross-up Payment") equal to the sum of the Excise Tax payable by the Executive, plus the amount necessary to put the Executive in the same after-tax position (taking into account any and all applicable federal, state, local and foreign income, employment and excise taxes (including the Excise Tax and any income and employment taxes imposed on the Gross-up Payment)) that the Executive would have been in if the Executive had not incurred any tax liability under Section 4999 of the Code.

17. Section 409A. The payment of the benefits and compensation provided under this Agreement are intended to comply with or be exempt from the provisions of Section 409A of the Code ("Section 409A"), and this Agreement shall be construed and applied in a manner consistent with this intent. It is intended that (i) each payment or installment of payments provided under this Agreement is a separate "payment" for purposes of Section 409A of the Code, and (ii) that the payments satisfy, to the greatest extent possible, the exemptions from the application of Section 409A, including those provided under Treasury Regulations 1.409A-1(b)(4) (regarding short-term deferrals), 1.409A-1(b)(9)(iii) (regarding the two-times, two (2) year exception) and 1.409A-1(b)(9)(v) (regarding reimbursements and other separation pay). Notwithstanding anything to the contrary herein, if (i) on the date of Executive's "separation from service" (as such term is defined under Treasury Regulation 1.409A-1(h)), Executive is deemed to be a "specified employee" (as such term is defined under Treasury Regulation 1.409A-1(i)(1)) of the Company, as determined in accordance with the Company's "specified employee" determination procedures, and (ii) any payments to be provided to Executive pursuant to this Agreement which constitute "deferred compensation" for purposes of Section 409A are or may become subject to the additional tax under Section 409A(a)(1)(B) of the Code or any other taxes or penalties imposed under Section 409A if provided at the time otherwise required under this Agreement, then such payments shall be delayed until the date that is six (6) months after the date of Executive's "separation from service", or, if sooner, the date of Executive's death. Any payments delayed pursuant to this Section shall be made in a lump sum on the first day of the seventh month following Executive's "separation from service" or, if sooner, the date of Executive's death. Notwithstanding any other provision to the contrary, a termination of employment with the Company shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of "deferred compensation" (as such term is defined in Section 409A) upon or following a termination of employment unless such termination is also a "separation from service" from the Company within the meaning of Section 409A and, for purposes of this Agreement, references to a "separation," "termination," "termination of employment" or like terms shall mean "separation from service." If any payment or benefit under this Agreement is determined by the Company to be deferred compensation, the Company and Executive hereby agree to take such actions as may be mutually agreed to ensure that such payments remain exempt from or in compliance with the applicable provisions of Section 409A of the Code.

18. Absence of Conflict. Executive represents and warrants that Executive's employment by the Company as described herein shall not conflict with and will not be constrained by any prior employment, contractual or consulting agreement or relationship.

19. Assignment. This Agreement and all rights under this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective personal or legal representatives, executors, administrators, heirs, distributes, devisees, legatees, successors and assigns. This Agreement is personal in nature, and Executive shall not assign or transfer this Agreement or any right or obligation under this Agreement to any other person or entity.

20. Notices. For purposes of this Agreement, notices and other communications provided for in this Agreement shall be in writing and shall be delivered personally or via email addressed as follows:

If to Executive:	Chia-Lin Simmons 788 Country Club Drive Moraga, CA 94556 [***]
If to the Company:	LogicMark, Inc. Attention: Chief Financial Officer 2801 Diode Lane Louisville, KY 40299 [***]

Such notices or other communications shall be effective upon the earlier of delivery or three days after they have been mailed using overnight delivery as provided above.

21. Arbitration.

21.1 Executive and the Company voluntarily agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance, termination or breach of this Agreement or Executive's employment with or separation from the Company, will be settled by final and binding arbitration by a single arbitrator, with experience in employment matters, to be held in San Francisco, California, in accordance with the rules governing employment disputes of JAMS then in effect; provided, however that the California Code of Civil Procedure shall govern procedural aspects of the arbitration.

21.2 Notwithstanding anything to the contrary in the JAMS rules, the arbitration shall include a written decision by the arbitrator that includes the essential findings and conclusions upon which the decision is based. Consistent with applicable law, Executive and the Company shall each bear their own costs and attorneys' fees incurred in conducting the arbitration and, except in such disputes where Executive asserts a claim otherwise under a state or federal statute prohibiting discrimination in employment ("**Statutory Discrimination Claim**"), Company shall pay all fees unique to arbitration (e.g., arbitrator fee and associated costs). In disputes where Executive asserts a Statutory Discrimination Claim against the Company, Executive shall be required to pay only the JAMS filing fee to the extent such filing fee does not exceed the fee to file a complaint in state or federal court. The Company shall pay the balance of the arbitrator's fees and administrative costs.

21.3 The decision of the arbitrator will be final, conclusive and binding on the parties to the arbitration. The prevailing party in the arbitration, as determined by the arbitrator, shall be entitled to recover reasonable attorneys' fees and costs, to the full extent permitted under the law. In disputes where Executive asserts a Statutory Discrimination Claim, reasonable attorneys' fees and costs shall be awarded by the arbitrator, based on the same standard as such fees would be awarded if the Statutory Discrimination Claim had been asserted in state or federal court. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

22. Governing Law. This Agreement shall be governed and interpreted according to the laws of the State of California *w*ithout resort to any principle of conflict of laws that would require application of the laws of any other jurisdiction.

23. Severability. If any sentence, phrase, paragraph, subparagraph or portion of this Agreement is found to be illegal or unenforceable, such action shall not affect the validity or enforceability of the remaining sentences, phrases, paragraphs, subparagraphs or portions of this Agreement.

24. Entire Agreement. Any prior employment agreements, promises, negotiations, or representations with the Company, either oral or written, relating to the express terms of this Agreement and not expressly set forth in this Agreement are of no force or effect.

25. Waiver and Modification. Any waiver, alteration or modification of any of the terms of this Agreement shall be valid only if made in writing and signed by the Parties. Each Party, from time to time, may waive rights hereunder without affecting a waiver with respect to any subsequent occurrences or transactions under this Agreement.

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

27. Ambiguities. It is agreed and understood that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event any language of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the Parties with respect to any such ambiguous language, consistent with the parole evidence rule.

28. Advice of Counsel. The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and the terms and conditions set forth herein, and that they are voluntarily entering into this Agreement. The Parties affirm that, prior to execution of this Agreement, they have consulted with counsel concerning the terms and conditions set forth herein or have had the opportunity to do so. Company shall reimburse Executive for the legal cost of having her attorney review the Agreement.

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

THE COMPANY

By: /s/ Carine Schneider
Carine Schneider
Chairperson of the Board

EXECUTIVE

By: /s/ Chia-Lin Simmons
Chia-Lin Simmons

Exhibit 10.5

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (the **"Agreement**") is effective as of July 27, 2026 ("**Effective Date**"), between Mark Archer (the **"Executive**") and LogicMark, Inc., a Nevada corporation (the "**Company**"). The Company and Executive will collectively be referred to as the "Parties."

RECITALS

A. Executive and the Company previously entered into that certain Consulting Agreement on April 17, 2026, effective as of March 29, 2026 (the "**Prior Agreement**"), providing for Executive to serve as the Company's Chief Financial Officer. The Company desires to assure itself of the continued services of Executive by engaging Executive to perform services as Chief Financial Officer of the Company under the terms of this Agreement.

B. NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Employment. The Company hereby agrees to employ Executive and Executive hereby accepts employment with the Company on the terms and subject to the conditions hereinafter set forth.

2. Duration of Employment. Subject to the terms of this Agreement, the Executive's employment hereunder shall be deemed to have begun on July 5, 2026 ("**Commencement Date**") and shall continue until August 31, 2028 (the "**Term**"), unless terminated on an earlier date pursuant to Section 7 below, or extended by mutual agreement of the Parties. The Executive and the Company agree that, as of the Effective Date, the Prior Agreement is deemed to have been superseded by this Agreement and of no further force and effect.

3. Position and Duties. During the Term, the Company shall continue to employ the Executive in the position of Chief Financial Officer, Secretary and Treasurer of the Company. Executive shall report to the Chief Executive Officer of the Company. Executive shall render such services to the Company as are customarily rendered by an executive holding the position of Chief Financial Officer, Secretary and/or Treasurer of comparable companies and as required by the Company's Articles of Incorporation, Bylaws and applicable federal and state laws.

3.1 During the Term, Executive will devote his best efforts and abilities to the Company's business and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or unreasonably interfere with the rendering of such services either directly or indirectly, without the prior written consent of the Chief Executive Officer. Notwithstanding the above, Executive shall be permitted to serve on the board of directors for other entities, provided that such entities do not compete with the Company and that Executive's services on such other boards does not interfere with his work for the Company.

4. Location. The Company's corporate office is located at 2801 Diode Lane, Louisville, Kentucky, 40299. However, Executive shall be permitted to perform his job remotely and shall not be required to perform work related services at the Kentucky location referenced above.

5. **Compensation.**

5.1 **Base Compensation**. As compensation for the performance of Executive's services hereunder, the Company shall pay to Executive an annual base salary of Five Hundred Seventy Two Thousand Dollars ($572,000) (the "**Base Salary**")The Base Salary shall be reviewed annually and may be increased (but not decreased) from time to time in the Chief Executive Officer's sole discretion and upon her approval. The Base Salary shall be payable in accordance with the Company's normal payroll practices, less such deductions and amounts to be withheld therefrom by law or at Executive's request.

5.2 **Annual Bonus**. Executive is not eligible to participate in the Company's annual bonus program, but may receive an annual discretionary bonus at the sole discretion of the Chief Executive Officer...

5.3 **Long Term Incentive**. The Company and Executive acknowledge that Executive has received grants of shares of the Company's Common Stock, each subject to the restrictions and other terms and conditions set forth in a respective Restricted Stock Agreement, as amended, pertaining to such grant (each such share, a "**Restricted Share**" and collectively, the "**Restricted Share**s"). Executive shall be issued further Restricted Shares (or other common equity, as applicable) grants from time to time during the Term pursuant to this Section 5.3 so that the aggregate number of Restricted Shares held of record by Executive at all times during the Term equals two percent (2%) of the Company's aggregate issued and outstanding stock as of the applicable date of grant. Each such grant shall provide for single-trigger acceleration upon a "Change in Control" (as defined below), and Executive's relevant equity agreements are hereby amended to reflect such single-trigger acceleration (having deleted, as applicable, from each applicable equity agreement the condition that Executive remain an employee or service provider to the Company and its affiliates through the date of such Change in Control). Further, additional grants shall be required, and the Company shall issue such grants to Executive prior to any shareholder meeting or, if earlier, promptly following any Financing Transaction (as defined below), in each case to the extent necessary to restore Executive's ownership to not less than two percent (2%) of the Company's aggregate issued and outstanding stock as of the date of such issuance and provided further that Executive is employed by Company on the date of the grant. For purposes of this Agreement, "Financing Transaction" means any transaction pursuant to which the Company issues equity securities or securities convertible into or exercisable for equity securities, whether for cash, services, property, or other consideration, including any private placement, public offering, at-the-market offering, convertible note or SAFE financing, or equity issued in connection with a strategic partnership, acquisition, or similar transaction; provided, however, that "Financing Transaction" shall not include (i) grants made under a Company equity incentive plan to employees, directors, or consultants in the ordinary course of business, or (ii) issuances upon the exercise or conversion of equity securities outstanding as of the Effective Date.

Following any Change in Control, stock sale, or other similar transaction ("Transaction"), and during the Term, Executive shall be entitled to receive equity awards sufficient for Executive to maintain ownership interest in the surviving, acquiring, parent, successor or other resulting entity that succeeds to the business of the Company (the "Successor") or a parent company of the Successor, of not less than two percent (2%) of the Successor or the parent company of the Successor's aggregate issued and outstanding equity interests, provided Executive is employed by the Successor or an affiliate of the Successor. In connection with any such Transaction, to the extent Executive's then-outstanding equity in the Company is purchased, or cashed out, the Company and/or the Successor shall take all actions necessary so that contemporaneously with such Transaction, Executive receives grants of equity interests in the Successor or the parent company of the Successor such that immediately following the closing of the Transaction Executive holds sufficient equity interests or equity awards of not less than two percent (2%) of the Successor's or the parent company of the Successor's aggregate issued and outstanding equity interests in accordance with the preceding sentence. Further, Executive will be entitled, and the Successor or the parent company of the Successor will be obligated, to grant and issue additional equity interests in order for Executive to maintain such two percent (2%) of the Successor's or the parent company of the Successor's aggregate issued and outstanding equity interests at least once a year and prior to any shareholder meeting (if any) or, if earlier, promptly following any Financing Transaction, provided Executive is employed on the date of grant. Such newly issued equity interests may have revised vesting requirements but the other terms of its ownership shall mirror the acceleration, and other material terms and conditions applicable to Executive's ownership interests immediately prior to such Transaction and the Company shall not, and shall cause any Successor not to, effect any transaction or take any action the purpose or effect of which is to impair, diminish or circumvent Executive's rights under this Section. To the extent that Executive purchases any equity interests in any Successor, the value of such equity interests will not be included in the calculation of any grants to Executive in accordance with this paragraph. Notwithstanding anything in this Section to the contrary, Executive's continuing right to equity awards representing two percent (2%) of the aggregate issued and outstanding equity interests of the Successor or the parent company of Successor shall end upon a subsequent Change in Control of the Successor or a parent company of the Successor.

Further, the Company and Executive hereby amend Executive's Restricted Stock Agreements to provide for the single trigger acceleration as described herein. On an annual basis, beginning on the first anniversary of the Effective Date, the Chief Executive Officer shall consider in its sole discretion further grant(s) of equity to Executive.

As used in this Agreement a "Change in Control" shall mean any of the following events (l) the acquisition by any individual entity or group (within the meaning of Section l 3 (d)(3) or 14(d)(2) of the Securities Exchange Act of l 934 as amended (the "Exchange Act") (such individual entity or group a "Person") of beneficial ownership (within the meaning of Rule l 3 d-3 promulgated under the Exchange Act) of 35% or more of the then-outstanding shares of Common Stock plus any other outstanding shares of capital stock of the Company entitled to vote in the election of the Company's directors (the "Outstanding Company Voting Securities") provided however that the Company and any employee benefit plan (or related trust) sponsored by it shall not be deemed to be a Person, or (2) a change in the composition of the Board such that the individuals who constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board within any 365-day period (and for this purpose any individual whose election or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered a member of the Incumbent Board) or (3) the consummation of a reorganization, merger, statutory share exchange, or consolidation or similar corporate transaction involving the Company or any of its subsidiaries or a sale or other disposition of substantially all of the assets of the Company or a material acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each a "Business Combination") if (i) the individuals and entities that were the beneficial owners of the Outstanding Company Voting Securities immediately prior to such Business Combination do not beneficially own directly or indirectly more than 35% of the then-outstanding shares of stock and the combined voting power of the then-outstanding voting securities of the company resulting from such Business Combination or (ii) a Person beneficially owns directly or indirectly 50% or more of the then-outstanding shares of stock of the company resulting from such Business Combination or (iii) members of the Incumbent Board do not comprise at least a majority of the members of the board of directors of the company resulting from such Business Combination or (4) the approval by the shareholders (or in the case of (4)(i) the Board) of the Company of (i) a complete liquidation or dissolution of the Company (ii) any merger, consolidation, or recapitalization event occurs the result of which is that the Company is not the surviving entity or (iii) upon the Company's insolvency, a general assignment for the benefit of creditors or the commencement by or against the Company of any action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Company's debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors or seeking appointment of a receiver or other similar official for the Company for all or any substantial part of the Company's assets.

5.4 **Vacation**. Executive shall accrue four weeks of vacation per calendar year. Executive shall be entitled to carry over vacation to the following calendar year. However, if Executive's vacation balance reaches six weeks, Executive shall cease accrual of vacation until the vacation balance drops below this maximum cap. Any accrued but unused vacation shall be paid out upon termination of Executive's employment with the Company at Executive's then-current base salary rate of pay. The Executive's vacation accrual balance will be adjusted to 160 hours upon the effective date of this Agreement.

5.5 **Other Benefits**. The Company shall provide the Executive with the following insurance benefits at no cost to the Executive: (1) Preferred Provider Organization medical, dental and vision coverage for the Executive and his dependents, (2) short-term disability insurance, (3) long-term disability insurance, (4) $500,000 of term life insurance and (5) Accidental Death and Dismemberment Insurance. In addition, Executive shall be entitled to participate in all of the Company's other employee benefit plans and arrangements.

(a) <u>401(k) Plan</u>. Executive will be eligible to participate in the Company's 401(k) Plan, and the Company shall match Executive's contributions to that Plan, at the same level of matching for other executive employees, subject to the eligibility requirements and other terms and conditions of the 401(k) plan. The foregoing medical, dental, vision and 401(k) Plans (and any other plan that the Company may maintain from time to time) shall collectively be referred to as the "**Benefits**."

(b) The Company will pay the cost of Executive's personal tax counseling, preparation of his personal income tax returns, financial planning, and/or wealth management counseling, up to an annual maximum of ten thousand dollars ($10,000) in the aggregate for all such services. Expenses will be paid by the Company directly to the vendors.

5.6 **Directors and Officers Liability Insurance.** At all times during the Term, and following its expiration or termination for any reason, the Company shall maintain coverage for Executive in the amount of a minimum of ten million dollars ($10,000,000) of Directors and Officers Liability Insurance, which shall include tail coverage for a period of five years after the expiration or termination of Executive's employment.

6. <u>Expenses</u>. Executive shall be reimbursed for reasonable expenses for promoting the business of the Company, including reasonable entertainment and similar items pursuant to the Company's general travel and expenses policy. Executive will also be entitled to reimbursement of cell phone and home Internet connectivity charges. The Company will provide Executive with a corporate credit card; for expenses not charged on his corporate credit card, reimbursement shall be made within 15 calendar days of Executive's submission of the proper documentation substantiating the business-related expense.

7. <u>Termination</u>.

7.1 **Cause.** The Chief Executive Officer may terminate Executive's employment at any time during the Term for Cause. For purposes of this Agreement, "Cause" means any of the following:

(a) The commission by Executive of a material act of fraud or embezzlement against the Company;

(b) Executive's willful and continued violation of any material provision of this Agreement, which has not been cured within 30 days after written notice of such non-compliance has been given in writing by the Chief Executive Officer to Executive, to the extent such violation is capable of being cured;

(c) Executive's gross negligence or willful misconduct in connection with the performance of his duties, which has not been cured within 30 days after written notice of such gross negligence or willful misconduct has been given in writing by the Chief Executive Officer to Executive, to the extent such violation is capable of being cured;

(d) Executive's intentional refusal or willful failure to follow material and lawful Company policies, or to substantially carry out the lawful and reasonable direction of the Chief Executive Officer (other than any such failure resulting from Executive's Disability (as defined below) and excluding any failure to achieve a lawful and reasonable directive following the expenditure by Executive of commercially reasonable best efforts), which has not been cured within 30 days after written notice of such refusal or failure has been given in writing by the Chief Executive Officer to Executive, to the extent such refusal or failure is capable of being cured; or

(e) Executive's conviction of a felony, which in the reasonable opinion of the Chief Executive Officer, substantially and materially impairs Executive's capacity to perform his duties under this Agreement or is materially injurious to the Company.

With respect to all of the above, no act or failure to act on the part of Executive shall be considered "willful" unless the Chief Executive Officer reasonably and in good faith determines it was done, or omitted to be done, in bad faith or without reasonable belief that Executive's act or omission was in the best interests of the Company. Without limitation, any act, or failure to act, based upon express authority given pursuant to a resolution duly adopted by the Chief Executive Officer with respect to such act or omission, or based upon the advice of legal counsel to the Company, shall be conclusively presumed to be done, or omitted to be done, by Executive in good faith and in the best interests of the Company.

7.2 **Resignation or Termination by Company with Cause.** If the Chief Executive Officer terminates Executive's employment with Cause, or Executive resigns from the Company without "Good Reason" (as defined below), then the Company shall pay Executive's Base Salary prorated through the date of termination, at the rate in effect at the time notice of termination is given, together with accrued but unused vacation pay. In addition, Executive shall retain all of the shares of Common Stock granted to him under his Restricted Stock Agreements that have vested as of the date of termination, pursuant to the terms set forth in such Restricted Stock Agreements.

7.3 **Expiration of Term.** Nothing in this Agreement shall be construed to require the Company to extend the Term of this Agreement or to offer the Executive employment after this Agreement expires, or for Executive to provide services to the Company after such Term ends and/or this Agreement expires. If the Term expires without renewal of this Agreement and without any other agreement for continuing employment by the Company of the Executive beyond the Term, then the Company shall pay to Executive, on the expiration date, Executive's Base Salary prorated through the final day of the Term, at the rate in effect at the time notice of termination is given, together with (i) accrued but unused vacation pay, (ii) any remaining Bonus for a prior fiscal year that has accrued but has not yet been paid to Executive as of the expiration date, and (iii) salary continuation, executive medical insurance coverage and Company-paid COBRA coverage for nine (9) months.

7.4 **Termination for Convenience**. The Chief Executive Officer may terminate Executive without Cause upon sixty (60) days' written notice to Executive.

7.5 **Good Reason**. Executive may terminate his employment for Good Reason as defined below, at any time upon written notice to the Chief Executive Officer, which notice specifies the reason(s) for his termination. The term "**Good Reason**" shall mean the occurrence of any one of the following events:

(a) Without Executive's express written consent, the Chief Executive Officer removes Executive from or fails to reappoint Executive to any of his positions as specified in this Agreement, except in connection with the termination of Executive's employment resulting from death, incapacity, Cause, or expiration or non-renewal of this Agreement;

(b) Without Executive's express written consent, the Chief Executive Officer: (i) materially reduces Executive's duties, responsibilities or authorities (in each case where they are substantially related to Executive's role as Chief Financial Officer), , job title, reporting relationship, or working conditions from what was in effect on the Effective Date and the Company has failed to correct such matter within 30 days of written notice thereof from Executive that Executive intends to resign if such matter is not remedied, (ii) reduces Executive's Base Salary, as then in effect, except in connection with an executive-wide, cost-cutting reduction in salaries, with reductions of no more than ten percent (10%), (iii) directs Executive to take any action or omit to take any action which constitutes a violation of applicable law; or (iv) if Executive is required to work at least three (3) days per week more than thirty (30) miles from Executive's current work location;

(c) Failure by the Company to comply with any material provision of this Agreement, which has not been cured within 30 days after written notice of such non-compliance has been given by Executive to the Chief Executive Officer; or failure by the Company to obtain the assumption of this Agreement by any successor or assign of the Company after a Change in Control.

7.6 **Termination for Convenience, Disability, Death or by Executive for Good Reason.** In the event that, during the Term, Executive's employment with the Company is terminated: (1) without Cause, (2) due to Executive's death or Disability (as defined below), or (3) due to Executive resigning with Good Reason, Executive shall (subject to, in the case of termination without Cause, Disability, or resignation for Good Reason, the execution and delivery by the Executive to the Company of a general release agreement in a form reasonably prescribed by the Company, be entitled to receive the greater of (i) the balance of Base Salary and benefits still owed to Executive under this Agreement, and (ii) salary continuation, executive medical insurance coverage and Company-paid COBRA coverage for nine (9) months. At the option of the Executive, COBRA premium payments will be made directly by the Company to the insurance carriers or to Executive at his time of separation from the Company. . With respect to the payments hereunder, Executive is not obligated to seek other employment, and these amounts shall not be mitigated to the extent that Executive obtains other employment. All of the unvested Restricted Shares or equity interests in a Successor held by Executive at the date of termination shall accelerate and vest in full as of the date of termination, and Executive (or, in the case of death, Executive's estate or designated beneficiaries) shall be entitled to retain all of such equity interests or Restricted Shares as well as the equity interests or Restricted Shares granted to him under his Restricted Stock Agreements which have previously vested, subject to Executive's satisfaction of any withholding obligation and notwithstanding any right of the Company (or any other party) to repurchase any of Executive's Restricted Shares or other equity interests under any agreement executed prior or subsequent to the date of this Agreement.

7.7 **Resignation of Other Positions.** Upon termination of employment for any reason whatsoever, the Executive shall be deemed to have resigned from any office(s) or positions then held with the Company, including the Chief Executive Officer.

8. Disability. By signing and accepting this offer of employment, Executive is certifying, to the best of his knowledge, that Executive is able to perform the essential functions of the role outlined above, with or without reasonable accommodation. "**Disability**" means any health condition, physical or mental, or other cause beyond Executive's control that substantially prevents Executive from performing Executive's duties, even after the Company makes reasonable accommodation for a period of six consecutive months within any 360-day period. The Company may, in its sole discretion, grant Executive a leave of absence. The terms of such a leave shall be confirmed by the Chief Executive Officer in writing, and shall determine Executive's right, if any, to continued compensation, Executive's obligation to continue Executive's job duties, the terms under which Executive may return to work, and all other conditions of the leave.

9. Confidentiality. Except as herein provided, Executive agrees that during Executive's employment by the Company and for a period of two (2) years after such employment terminates for any reason, Executive: (i) shall keep Confidential Information (as defined below) confidential and shall not directly or indirectly, use, divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information (as defined below) without the prior written consent of the Chief Executive Officer or as otherwise required by law; (ii) shall refrain from any action or conduct which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the Confidential Information; and (iii) shall follow recommendations made by the Chief Executive Officer from time to time regarding Confidential Information. Information disclosed by Executive pursuant to court order, subpoena or other applicable law, or disclosure to Executive's legal, tax, investment or accounting advisors or representatives shall not constitute a breach of this Section 9.

9.1 For purposes of this Agreement "Confidential Information" includes but is not limited to trade secrets, confidential information, knowledge or data of the Company, or any of its clients, customers, consultants, shareholders, licensees, licensors, vendors or affiliates, that Executive may produce, obtain or otherwise acquire or have access to during the course of Executive's employment with the Company (whether before or after the date of this Agreement), including but not limited to: matters of an artistic nature, scripts, concepts, ideas, business plans, records, and affairs; client lists and/or files; client matters; employee information, Company strategies and plans; sources of supply and vendors; special business relationships with vendors, agents, and brokers; promotional materials and information; financial matters; mergers; acquisitions; equipment, technologies and processes; personnel matters; inventions; intellectual property; technical data; software programs; operations and production costs; ideas; plans technology; market analysis; technical services; incentives; client needs; client concerns; and other information which Company has developed at its expenditure of time, effort and/or expense. All Confidential Information and all tangible materials containing Confidential Information are and shall remain the sole property of the Company, including, but not limited to electronic files and emails.

9.2 Executive shall have no obligation under this Agreement to maintain in confidence any information that: (i) is in the public domain at the time of disclosure; (ii) though originally Confidential Information, subsequently enters the public domain other than by breach of Executive's obligations hereunder or by breach of another person's or entity's confidentiality obligations; (iii) is shown by documentary evidence to have been known by Executive prior to disclosure to Executive by the Company; or (iv) Executive is required to disclose by applicable law or legal process.

9.3 Nothing in this Agreement prohibits or restricts Executive from filing a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board or a similar agency enforcing federal, state or local anti-discrimination laws. Executive further understands that this Agreement does not limit his ability to communicate with any government agency, entity or organization, make disclosures or otherwise participate in any investigation or proceeding that may be conducted by any government agency, entity or organization. Under the Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is (i) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nothing in this Agreement shall prohibit Executive from reporting possible violations of federal or state law or regulation to any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. Executive does not need the prior authorization of the Company to make any such whistleblower reports or disclosures and is not required to notify the Company that she has made such whistleblower reports or disclosures. Nothing in this Agreement prohibits or restricts Executive from making any other disclosures protected by law, including (without limitation) disclosure of her own salary to fellow employees. To the extent that Executive makes any protected disclosures to any governmental authority, she will exercise all commercially reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, reasonably cooperating with the Company (at the Company's sole expense) to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded such information or data by such governmental authority and will disclose only that portion of the Confidential Information that she is legally required to disclose.

10. Employee Non-Solicitation Covenant. During Executive's employment with the Company and for a period of one year following the termination of Executive's employment with the Company, Executive shall not solicit or attempt to solicit employees of the Company or its subsidiaries or affiliates for the purpose of having such employees leave their employment with the Company; provided, however, that the forgoing shall not prohibit any general solicitation not specifically directed to employees of the Company or hiring of an employee of the Company in response to such permitted general solicitation.

11. Advertising/Publicity. Executive agrees that during the Term, the Company shall have the right to use Executive's name, biography and likeness in connection with its business, including in advertising its products and services and may grant this right to others. Executive shall have a right of reasonable approval of such biography and likeness and any grants of such advertising/publicity rights by the Company to others.

12. Former Company Information. Executive agrees that Executive has not and will not, during Executive's employment with the Company: (i) improperly use or disclose any proprietary information or trade secrets of any person or entity with which Executive has an agreement or duty to keep in confidence information acquired by Executive; or (ii) bring onto the premises of the Company any document or confidential or proprietary information belonging to such person or entity unless consented to in writing by such person or entity. Executive shall indemnify the Company and hold it harmless from and against all third party claims, liabilities, damages and expenses, including reasonable outside attorneys' fees and costs of suit, arising out of or in connection with any violation of this Section.

13. Proprietary Rights; Assignment.

13.1 **Executive Developments.** For purposes of this Agreement, "Executive Developments" shall mean any idea, discovery, invention, design, method, technique, patents, trademarks, improvement, enhancement, development, computer program, machine, algorithm or other work or authorship that (i) relates to the business or operations of the Company or any of its subsidiaries or affiliates, or (ii) results from or is suggested by any undertaking assigned to Executive or work performed by Executive for or on behalf of the Company or any of its subsidiaries or affiliates, whether created alone or with others, during or after working hours. All Executive Developments shall be made for hire by Executive for the Company or any of its subsidiaries or affiliates, as further discussed below.

13.2 **Ownership and Assignment.** All Executive Developments and Confidential Information shall remain the sole property of the Company or any of its subsidiaries or affiliates. Executive shall acquire no proprietary interest in any Confidential Information or Executive Developments developed or acquired during Executive's employment with the Company. To the extent Executive may, by operation of law or otherwise, acquire any right, title or interest in or to any Confidential Information or Executive Development, Executive understands and agrees and hereby assigns to the Company all such proprietary rights.

13.3 **Execution of Assignment.** Executive understands and agrees that Executive shall, both during and after the termination of Executive's employment for any reason, upon the Company's request, promptly execute and deliver to the Company all such assignments, certificates and instruments, and shall promptly perform such other acts, as may be reasonably necessary or desirable for the Company to evidence, establish, maintain, perfect, enforce or defend the Company's rights in Confidential Information and Executive Developments.

13.4 **Acknowledgement of Labor Code Section 2870.** Executive understands and agrees that the Company is hereby advising Executive that any provision in this Agreement requiring Executive to assign rights in any invention does not apply to an invention that qualifies fully under the provisions of Section 2870 of the California Labor Code, and that this Paragraph shall constitute written notice of the provisions of Section 2870. Section 2870 provides as follows:

(a) Any provision in an employment agreement which provides that an Executive shall assign, or offer to assign, any of Executive's rights in an invention to Executive's Company shall not apply to an invention that the Executive developed entirely on Executive's own time without using the Company's equipment, supplies, facilities, or trade secret information, except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or

(2) Result from any work performed by the Executive for the Company.

(b) To the extent a provision in an employment agreement purports to require an Executive to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of the state and is unenforceable."

14. Work Made For Hire. The Parties expressly agree the results and proceeds of the services of Executive hereunder during Executive's employment with the Company shall constitute a "work made for hire" specially commissioned by the Company and, accordingly, the Company shall be considered the author of said material for all purposes and the exclusive and perpetual owner throughout the universe of all rights (whether or not now known or recognized) comprised of the copyright in and to said material and any and all patents, trademarks, or other right thereto. In the event that all or any portion of such results and proceeds of Executive's services shall for any reason not be deemed a "work made for hire" for the Company, Executive hereby grants, sells and assigns to the Company exclusively, perpetually, and throughout the universe, all rights of every nature (whether or not now known or recognized) in and to such results and proceeds, immediately upon their coming into existence, including all copyrights therein. Executive will, upon request of the Chief Executive Officer, execute such additional documents consistent herewith as the Chief Executive Officer may reasonably deem necessary to evidence and effectuate the Company's rights hereunder. If, after five business days following receipt of the Chief Executive Officer's request, Executive fails to execute such documents, Executive hereby grants to the Company the right, as Executive's attorney-in-fact, which right shall be irrevocable and coupled with an interest, to execute, acknowledge, deliver and record in the United States Copyright Office or elsewhere, any and all such documents. The Company shall provide Executive with a copy of all such documents executed.

15. Indemnity. The Company shall indemnify and agrees to defend and hold Executive harmless from and against any and all claims, damages, penalties or expenses arising from or in connection with the performance of Executive's job duties hereunder to the fullest extent required by law. The Executive shall be provided with the form of indemnification agreement provided by the Company to its officers and directors which shall provide, among other provisions, a full defense of claims and advancement of expenses and the maximum indemnification and limitation of liability under applicable law.

16. Excise Tax. Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its affiliates to the Executive or for the Executive's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute parachute payments ("Parachute Payments") within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), and are subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any interest or penalties with respect to such excise tax (collectively, the "Excise Tax"), then the Company shall pay to the Executive, no later than the time the Excise Tax is required to be paid by the Executive or withheld by the Company, an additional amount (the "Gross-up Payment") equal to the sum of the Excise Tax payable by the Executive, plus the amount necessary to put the Executive in the same after-tax position (taking into account any and all applicable federal, state, local and foreign income, employment and excise taxes (including the Excise Tax and any income and employment taxes imposed on the Gross-up Payment)) that the Executive would have been in if the Executive had not incurred any tax liability under Section 4999 of the Code.

17. Section 409A. The payment of the benefits and compensation provided under this Agreement are intended to comply with or be exempt from the provisions of Section 409A of the Code ("Section 409A"), and this Agreement shall be construed and applied in a manner consistent with this intent. It is intended that (i) each payment or installment of payments provided under this Agreement is a separate "payment" for purposes of Section 409A of the Code, and (ii) that the payments satisfy, to the greatest extent possible, the exemptions from the application of Section 409A, including those provided under Treasury Regulations 1.409A-1(b)(4) (regarding short-term deferrals), 1.409A-1(b)(9)(iii) (regarding the two-times, two (2) year exception) and 1.409A-1(b)(9)(v) (regarding reimbursements and other separation pay). Notwithstanding anything to the contrary herein, if (i) on the date of Executive's "separation from service" (as such term is defined under Treasury Regulation 1.409A-1(h)), Executive is deemed to be a "specified employee" (as such term is defined under Treasury Regulation 1.409A-1(i)(1)) of the Company, as determined in accordance with the Company's "specified employee" determination procedures, and (ii) any payments to be provided to Executive pursuant to this Agreement which constitute "deferred compensation" for purposes of Section 409A are or may become subject to the additional tax under Section 409A(a)(1)(B) of the Code or any other taxes or penalties imposed under Section 409A if provided at the time otherwise required under this Agreement, then such payments shall be delayed until the date that is six (6) months after the date of Executive's "separation from service", or, if sooner, the date of Executive's death. Any payments delayed pursuant to this Section shall be made in a lump sum on the first day of the seventh month following Executive's "separation from service" or, if sooner, the date of Executive's death. Notwithstanding any other provision to the contrary, a termination of employment with the Company shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of "deferred compensation" (as such term is defined in Section 409A) upon or following a termination of employment unless such termination is also a "separation from service" from the Company within the meaning of Section 409A and, for purposes of this Agreement, references to a "separation," "termination," "termination of employment" or like terms shall mean "separation from service." If any payment or benefit under this Agreement is determined by the Company to be deferred compensation, the Company and Executive hereby agree to take such actions as may be mutually agreed to ensure that such payments remain exempt from or in compliance with the applicable provisions of Section 409A of the Code.

18. Absence of Conflict. Executive represents and warrants that Executive's employment by the Company as described herein shall not conflict with and will not be constrained by any prior employment, contractual or consulting agreement or relationship.

19. Assignment. This Agreement and all rights under this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective personal or legal representatives, executors, administrators, heirs, distributes, devisees, legatees, successors and assigns. This Agreement is personal in nature, and Executive shall not assign or transfer this Agreement or any right or obligation under this Agreement to any other person or entity.

20. Notices. For purposes of this Agreement, notices and other communications provided for in this Agreement shall be in writing and shall be delivered personally or via email addressed as follows:

If to Executive:	Mark Archer 561 Keystone Ave. #248 Reno, NV 89503 [***]
If to the Company:	LogicMark, Inc. Attention: Chief Executive Officer 2801 Diode Lane Louisville, KY 40299 [***]

Such notices or other communications shall be effective upon the earlier of delivery or three days after they have been mailed using overnight delivery as provided above.

21. Arbitration.

21.1 Executive and the Company voluntarily agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance, termination or breach of this Agreement or Executive's employment with or separation from the Company, will be settled by final and binding arbitration by a single arbitrator, with experience in employment matters, to be held in San Francisco, California, in accordance with the rules governing employment disputes of JAMS then in effect; provided, however that the California Code of Civil Procedure shall govern procedural aspects of the arbitration.

21.2 Notwithstanding anything to the contrary in the JAMS rules, the arbitration shall include a written decision by the arbitrator that includes the essential findings and conclusions upon which the decision is based. Consistent with applicable law, Executive and the Company shall each bear their own costs and attorneys' fees incurred in conducting the arbitration and, except in such disputes where Executive asserts a claim otherwise under a state or federal statute prohibiting discrimination in employment ("**Statutory Discrimination Claim**"), Company shall pay all fees unique to arbitration (e.g., arbitrator fee and associated costs). In disputes where Executive asserts a Statutory Discrimination Claim against the Company, Executive shall be required to pay only the JAMS filing fee to the extent such filing fee does not exceed the fee to file a complaint in state or federal court. The Company shall pay the balance of the arbitrator's fees and administrative costs.

21.3 The decision of the arbitrator will be final, conclusive and binding on the parties to the arbitration. The prevailing party in the arbitration, as determined by the arbitrator, shall be entitled to recover reasonable attorneys' fees and costs, to the full extent permitted under the law. In disputes where Executive asserts a Statutory Discrimination Claim, reasonable attorneys' fees and costs shall be awarded by the arbitrator, based on the same standard as such fees would be awarded if the Statutory Discrimination Claim had been asserted in state or federal court. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

22. Governing Law. This Agreement shall be governed and interpreted according to the laws of the State of California *w*ithout resort to any principle of conflict of laws that would require application of the laws of any other jurisdiction.

23. Severability. If any sentence, phrase, paragraph, subparagraph or portion of this Agreement is found to be illegal or unenforceable, such action shall not affect the validity or enforceability of the remaining sentences, phrases, paragraphs, subparagraphs or portions of this Agreement.

24. Entire Agreement. Any prior employment agreements, promises, negotiations, or representations with the Company, either oral or written, relating to the express terms of this Agreement and not expressly set forth in this Agreement are of no force or effect.

25. Waiver and Modification. Any waiver, alteration or modification of any of the terms of this Agreement shall be valid only if made in writing and signed by the Parties. Each Party, from time to time, may waive rights hereunder without affecting a waiver with respect to any subsequent occurrences or transactions under this Agreement.

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

27. Ambiguities. It is agreed and understood that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event any language of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the Parties with respect to any such ambiguous language, consistent with the parole evidence rule.

28. Advice of Counsel. The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and the terms and conditions set forth herein, and that they are voluntarily entering into this Agreement. The Parties affirm that, prior to execution of this Agreement, they have consulted with counsel concerning the terms and conditions set forth herein or have had the opportunity to do so. Company shall reimburse Executive for the legal cost of having her attorney review the Agreement.

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

THE COMPANY

By: /s/ Chia-Lin Simmons
Chia-Lin Simmons
Chief Executive Officer

EXECUTIVE

By: /s/ Mark Archer
Mark Archer