

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

FORM 8-K

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

Date of Report (Date of earliest event reported): **August 16, 2026**

CHRONOSCALE HOLDINGS CORPORATION

(Exact name of registrant as specified in its charter)

Nevada (State or other jurisdiction of Incorporation)	001-37854 (Commission File Number)	42-3357005 (IRS Employer Identification Number)
2440 Sand Hill Road, Suite 400 Menlo Park, California (Address of registrant's principal executive office)		94025 (Zip code)

214-427-1704
(Registrant's telephone number, including area code)

ChronoScale Corporation
3811 Turtle Creek Blvd. Suite 2100
Dallas, TX 75219
(Former name or former address, if changed since last report)

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

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

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

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	CHRN	Nasdaq Capital Market

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

Emerging growth company ☐

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

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

Chief Financial Officer Offer Letter

On August 16, 2026, ChronoScale Corporation, a Nevada corporation and wholly-owned, direct subsidiary of ChronoScale Holdings Corporation, a Nevada corporation (the "Company") and Jerome Wong, the Company's Chief Financial Officer, entered into an Offer of Continued Employment (the "Offer Letter") as well as an Employee Non-Disclosure, Invention Assignment and Restrictive Covenants Agreement (the "Covenants Agreement"). Pursuant to the terms of the Offer Letter, Mr. Wong will continue to serve as the Chief Financial Officer of the Company, effective as of August 16, 2026, or such other title as the Board of Directors (the "Board") of the Company or the Chief Executive Officer of the Company may determine from time to time, and will be eligible to receive an annual base salary of \$400,000 (the "Base Salary"), subject to review by the Company from time to time, and shall also be eligible for an annual performance bonus with a target amount of 60% of his annual base salary. In addition, the Offer Letter provides that Mr. Wong will receive a "true-up" in an amount equal to the difference between (i) the base salary that would have been payable to him from May 5, 2026, through August 16, 2026, had his base salary been increased to \$400,000 effective May 5, 2026, and (ii) the aggregate base salary actually paid to Mr. Wong with respect to such period. In addition, the Offer Letter contemplates a grant to Mr. Wong of an award of 300,000 restricted stock units ("RSUs") subject to time-based vesting conditions, as set forth in the Offer Letter. The grant of the RSUs was approved by the Compensation Committee of the Board in conjunction with its approval of the Offer Letter.

In addition, the Offer Letter provides that (A) in the event of a Qualifying CIC Termination during the Change in Control Period, Mr. Wong will receive: (i) an amount in cash equal to nine months of his then-current annual base salary, payable in a lump sum, (ii) continued coverage under the Company's group health plan at active employee rates for up to nine months following his date of termination, and (iii) accelerated vesting of the Initial Tranche of his RSUs, and (B) thereafter, if Mr. Wong's employment is terminated without Cause, Mr. Wong will receive an amount in cash equal to six months of Mr. Wong's then-current annual base salary, payable in equal installments in the form of salary

continuation. All of such payments and benefits are subject to Mr. Wong's execution, delivery, and non-revocation of a general release of claims in a form provided by the Company (the "Release") and Mr. Wong's continued compliance with the terms of the Offer Letter, Covenants Agreement, and Release. All terms used but not defined in this paragraph are defined in the Offer Letter (attached hereto as Exhibit 10.1).

Under the Covenants Agreement, Mr. Wong is bound by an indefinite confidentiality obligation, a non-competition covenant during employment, a non-solicitation covenant with respect to Company personnel and business partners during employment, assignment of intellectual property, and indefinite non-disparagement obligations.

The foregoing description of the Offer Letter is not complete and is subject to the full text of the Offer Letter, a copy of which is included as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit	Description
10.1*	Offer Letter, effective August 16, 2026, by and between ChronoScale Corporation and Jerome Wong.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

*Annexes, schedules and exhibits to this Exhibit omitted pursuant to Item 601(a)(5) of Regulation S-K. The Registrant agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.

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.

Dated: August 18, 2026

CHRONOSCALE HOLDINGS CORPORATION

By: /s/ Ying Cenly Chen
Name: Ying Cenly Chen
Title: Chief Executive Officer

ChronoScale Corporation

August 16, 2026

Jerome Wong
Via Email**Re: Offer of Continued Employment**

Dear Jerome:

We are pleased to offer you continued employment with ChronoScale Corporation, a Nevada corporation ("Company") on the terms set forth in this letter agreement (together with Exhibit A hereto, the "Letter Agreement"), effective as of August 16, 2026 (the "Effective Date").

Position: You will have the position of Chief Financial Officer of the Company, or such other position as the Board of Directors of the Company (the "Board") or the Chief Executive Officer of the Company (the "CEO") may determine from time to time. You will perform such duties and responsibilities as are customarily associated with such position and as may be assigned to you from time to time. You will report to the CEO of the Company, or such other person as may be designated from time to time by the Board or the CEO. Your duties and responsibilities may be modified from time to time by the Board or CEO or other individual to whom you report. You are an exempt employee and are not entitled to overtime pay regardless of the number of hours worked.

You will at all times perform your duties and responsibilities honestly, diligently, in good faith and to the best of your ability. You will observe and comply with all of the policies and procedures established by the Company that are applicable to the Company's employees, and with all applicable laws, rules and regulations imposed by any governmental or regulatory authorities, in each case, as in effect from time to time. You will exercise your best efforts in furtherance of, and devote all of your business time and efforts to, the operation of the business and affairs of the Company and its subsidiaries and shall not provide any services to any other person, company, entity or firm during your employment unless approved by the Company in writing.

Location: Your services will be performed primarily from the Company's offices in Menlo Park, California, or such other location determined by the Company from time to time. You acknowledge that you may be expected to travel in furtherance of the performance of your duties and agree to do so as needed, and as directed.

Base Salary: From and after the Effective Date, your base salary shall be at the annualized rate of \$400,000 (the "Base Salary"). The Base Salary shall be payable in accordance with the Company's normal payroll practices, subject to applicable withholdings and deductions, and shall be subject to review by the Company from time to time.

True-Up: The Company shall pay you a true-up (the "True-Up") in an amount equal to the difference between (i) the amount of base salary that would have been payable to you for the period from May 5, 2026 through the Effective Date, had your base salary been increased to the Base Salary effective May 5, 2026, and (ii) the aggregate actual amount of base salary paid to you with respect to such period (disregarding withholdings and deductions). The amount of the True-Up shall be determined by the Company, and the True-Up shall be payable to you within thirty (30) days of the Effective Date, subject to your continued employment with the Company through the date of payment.

Annual Bonus Opportunity: For each fiscal year during your employment, you may also be eligible for a discretionary annual bonus with a target of 60% of your Base Salary (the "Annual Bonus"), pro-rated for the fiscal year in which you commence employment hereunder, subject to applicable withholdings and deductions. The actual amount of your Annual Bonus, if any, shall be determined by the Company, and you must be actively employed in good standing on the payment date to be eligible to receive an Annual Bonus.

Equity Award: The Company shall recommend to the Compensation Committee of the Board of Directors of the Company (the "Committee") that you be granted 300,000 restricted stock units (the "RSUs") under the ChronoScale Holdings Corporation 2026 Omnibus Equity Incentive Plan (as may be amended, restated, or otherwise modified from time to time, the "Plan") as soon as reasonably practical following the Effective Date, subject to the terms and conditions of the Plan and an award agreement provided by the Company thereunder (the "Award Agreement"). Subject to approval by the Committee, the RSUs are expected to vest as follows: (i) one-third (1/3rd) of the RSUs (the "Initial Tranche") shall vest on May 5, 2027 (the "Cliff Date"); and (ii) one-sixth (1/6th) of the RSUs shall vest on each six (6) month anniversary of the Cliff Date thereafter (such that the RSUs shall be fully vested on May 5, 2029), in each case, subject to your continued employment with the Company through the applicable vesting date; provided, however, in the event of a Qualifying CIC Termination (as defined in that certain Change in Control and Severance Agreement between you and Ekso Bionics Holdings, Inc. dated as of November 5, 2025 (as amended, restated, or otherwise modified from time to time, the "Severance Agreement")) during the Change in Control Period (as defined in the Severance Agreement), then, subject to your satisfaction of the Severance Conditions (as defined below), the Initial Tranche shall vest, effective upon your date of termination. The RSUs are subject to the approval of the Committee. In the event of any conflict between the terms of this Letter Agreement and the Plan or the Award Agreement, the Plan or Award Agreement, as applicable, shall control.

Paid Time Off: You will be eligible for paid time off and other leave time in accordance with the Company's policies as may be in effect from time to time.

Other Benefits: You shall be eligible for participation in welfare and other benefit plans, practices, policies and programs established by the Company or any of its subsidiaries, on such terms as may be generally available to employees of the Company, and your participation in such plans is subject to the terms and conditions of the Company's (or its subsidiaries') benefit plan documents, policies and procedures, from time to time established and in effect. The Company reserves the right to change, replace or terminate any or all of the foregoing benefits from time to time, including contribution levels.

Expenses: The Company will reimburse you for all reasonable, documented business expenses you incur in accordance with the performance of your duties to the Company, subject to the Company's policies with respect to expense reimbursement as in effect from time to time.

Employee Covenants Agreement: You are required, as a condition of your continued employment with the Company, to execute the Employee Non-Disclosure, Invention Assignment and Restrictive Covenants Agreement attached hereto as Exhibit A (the "Employee Covenants Agreement") simultaneously herewith and to comply with all its terms.

Employment At-Will: Your employment with the Company is and shall remain at all times "at-will." This means that either you or the Company may terminate your employment, and the Company may change the terms and conditions of your employment, at any time, for any reason or no reason, with or without advance notice. No provision of this Letter Agreement shall be construed as a guarantee of employment for any specific duration. If your employment is terminated for any reason, you will receive only (i) payment of any accrued and unpaid Base Salary as of such termination date, and (ii) reimbursement of business expenses incurred but not paid prior to such termination date, to the extent eligible for reimbursement in accordance with the terms of this Letter Agreement (together, the "Accrued Obligations"). Notwithstanding the foregoing, in the event your employment is terminated (i) as a result of a Qualifying CIC Termination during the Change in Control Period, you shall receive (A) an amount in cash equal to nine

(9) months of your Base Salary at the rate in effect as of your date of termination, payable, less applicable withholdings and deductions, in a lump sum on the first regularly scheduled payroll date following the date the Release (as defined below) becomes effective, and (B) subject to your timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), the Company shall offer continued coverage under the Company’s group health plan at active employee rates for up to nine (9) months following your date of termination (the “COBRA Assistance”), which COBRA Assistance shall automatically terminate on the earliest of (1) the date that you become eligible for coverage under the group health plan of another employer, or (2) the date Company or its affiliates could otherwise be subject to a penalty or in violation of any requirement of applicable law due to the COBRA Assistance, as determined by the Company, and (ii) by the Company without Cause after the expiration of the Change in Control Period, you shall receive an amount in cash equal to six (6) months of your Base Salary at the rate in effect as of your date of termination, payable, less applicable withholdings and deductions, in the form of salary continuation in regular installments over six (6) months, with the first of such installments to commence on the first regular payroll date following the date the Release becomes effective and irrevocable (the “Installment Payments”); provided, however, all payments and benefits pursuant to the foregoing clauses (A) and (B) shall be subject to your execution and delivery to the Company, and non-revocation (if applicable), of an executed waiver and release of claims in a form provided by the Company (the “Release”) that becomes effective and irrevocable within sixty (60) days of your date of termination (or such shorter time period set forth in the Release), and your continued compliance with the terms and conditions of this Letter Agreement, the Employee Covenants Agreement, and the Release (the “Severance Conditions”). Notwithstanding the foregoing, to the extent necessary to avoid adverse tax consequences to you under Section 409A, in the event the maximum sixty (60) day period plus the first regular payroll date thereafter spans two calendar years, the Installment Payments shall commence on the later of the first regular payroll date of such second calendar year or the first payroll date following the effectiveness of the Release. The Company shall directly pay or reimburse you for the Company’s portion of the amount of the COBRA premium pursuant to the COBRA Assistance, as determined by the Company. In the event the Company provides the COBRA Assistance through reimbursement, you shall remit to the Company on a monthly basis and within thirty (30) days of the date of payment, paid invoices for each such monthly COBRA premium for which you seek reimbursement and such reimbursement (to the extent required pursuant to this Letter Agreement shall be made to you within thirty (30) days following your delivery to the Company of each such invoice).

-3-

Notwithstanding anything in the Severance Agreement to the contrary, for purposes of this Letter Agreement (including for purposes of determining whether a Qualifying CIC Termination has occurred), “Cause” means your (i) indictment for or conviction of, or the entry of a plea of guilty or no contest to, a felony or any other crime involving dishonesty or moral turpitude or that causes the Company or its affiliates disgrace or disrepute, or adversely affects the Company’s or its affiliates’ operations or financial performance or the relationship the Company or its affiliates have with their respective customers, (ii) gross negligence or willful misconduct with respect to the Company or any of its affiliates, including, without limitation fraud, embezzlement, misappropriation, theft or dishonesty (A) in the course of your employment or other service or (B) otherwise which is injurious to the Company or any of its affiliates; (iii) failure to perform at a level of effort or results commensurate with your role or responsibilities; (iv) refusal to perform any obligation or fulfill any duty (other than any duty or obligation of the type described in clause (vi) below) to the Company or its affiliates (other than due to a disability); (v) breach of any agreement with or duty owed to the Company or any of its affiliates; (vi) any breach of any obligation or duty to the Company or any of its affiliates (whether arising by statute, common law or agreement) relating to confidentiality, noncompetition, nonsolicitation or proprietary rights; (vii) any breach of any policy of the Company or its affiliates or any action that the Board determines is reasonably likely to cause the Company or its affiliates disgrace or disrepute; (viii) repeatedly (i.e., on more than one occasion) being under the influence of drugs or alcohol (other than over-the-counter or prescription medicine or other medically-related drugs to the extent they are taken in accordance with their directions or under the supervision of a physician) which interferes with the performance of your duties to the Company or any of its affiliates, or, while under the influence of such drugs or alcohol, engaging in inappropriate conduct during the performance of your duties to the Company or any of its affiliates; or (ix) engaging in any act of discrimination or harassment or any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

Section 280G: If any payment, benefit or distribution of any type to you or for your benefit, whether paid or payable, provided or to be provided, or distributed or distributable pursuant to the terms of this Letter Agreement or otherwise (collectively, the “Parachute Payments”) could subject you to the excise tax imposed under Section 4999 of the Code (the “Excise Tax”) or may not be deductible as a result of Section 280G of the Code, then the Parachute Payments shall be reduced so that the maximum amount of the Parachute Payments (after reduction) shall be one dollar (\$1.00) less than the amount which would cause the Parachute Payments to be subject to the Excise Tax or would cause the Parachute Payments to not be deductible.

Company Policies: In accordance with the Nasdaq Stock Exchange listing standards and the requirements thereunder, the Company has adopted, or may adopt from time to time, without limitation, (i) a clawback policy (the “Clawback Policy”), (ii) a Regulation Full Disclosure policy (the “Reg FD Policy”), and (iii) an insider trading policy (collectively with the Clawback Policy and Reg FD Policy, the “Policies”). You acknowledge and agree that: (i) you shall be bound by and abide by the terms of the Policies as they currently exist or may be adopted from time to time; (ii) the Policies may be amended or restated from time to time, and you shall be bound by and abide by the terms of the Policies as they may change over time; (iii) you shall cooperate and shall promptly return any incentive-based compensation that the Company determines is subject to recoupment under the Clawback Policy; and (iv) any incentive-based or other compensation paid to you under any agreement or arrangement with the Company which is subject to recovery under any law, government regulation or stock exchange listing requirement will be subject to such deductions and clawback as may be required by such law, government regulation or stock exchange listing requirement.

-4-

Section 409A: The intent of the parties is that the payments and benefits under this Letter Agreement comply with or be exempt from Section 409A and, accordingly, to the maximum extent permitted, this Letter Agreement shall be interpreted to be exempt from or in compliance therewith. Notwithstanding anything in this Letter Agreement to the contrary, any compensation or benefits payable under this Letter Agreement that is considered nonqualified deferred compensation under Section 409A and is designated under this Letter Agreement as payable upon your termination of employment shall be payable only upon your “separation from service” with the Company within the meaning of Section 409A (a “Separation from Service”). Notwithstanding anything in this Letter Agreement to the contrary, if you are deemed by the Company at the time of your Separation from Service to be a “specified employee” for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which you are entitled under this Letter Agreement is required in order to avoid a prohibited distribution under Section 409A, such portion of your benefits shall not be provided to you prior to the earlier of (A) the expiration of the six (6)-month period measured from the date of your Separation from Service with the Company or (B) the date of your death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence shall be paid in a lump sum to you (or your estate or beneficiaries), and any remaining payments due to you under this Letter Agreement shall be paid as otherwise provided herein. Your right to receive any installment payments under this Letter Agreement, including without limitation any continuation salary payments that are payable on Company payroll dates, shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A.

Miscellaneous:

By signing this Letter Agreement below, you acknowledge and agree that no one at the Company has made any representation to you which differs from the terms set forth in this Letter Agreement. The terms of this Letter Agreement, together with the Employee Covenants Agreement attached as Exhibit A hereto, supersede any and all prior agreements, understandings and representations (whether written or oral) relating to the terms of your continued employment, including, without limitation, the Severance Agreement; provided, however, the Severance Agreement shall continue in full force and effect solely with respect to the definitions of Qualifying CIC Termination and Change in Control Period. Without limitation of the foregoing, you acknowledge and agree that, notwithstanding anything in this Letter Agreement or the Severance Agreement to the contrary, (i) you shall not have Good Reason as a result of the Company changing your role to “Controller” (or a similar role), rather than Chief Financial Officer, nor shall you have Good Reason as a result of any change in your authority, title, duties, responsibilities, or reporting line related to you becoming Controller, and (ii) you shall not have Good Reason as a result of the relocation of your place of employment to Menlo Park, California.

-5-

No modification, amendment, supplement or waiver of the terms set forth in this Letter Agreement (or Exhibit A hereto) shall be binding unless made in writing and signed by you and the Company. For avoidance of doubt, this Letter Agreement may not be amended by any verbal communication, e-mail, text, or similar means of communication.

Your rights with respect to all amounts payable hereunder shall represent an unfunded, unsecured obligation of the Company. Any payments to you shall be paid from the general assets of the Company, and you shall have the status of an unsecured general creditor of the Company with respect to such amounts. Nothing in this Letter Agreement shall establish any trust or similar arrangement.

The Company may, without your consent, assign this Letter Agreement to any of its affiliates, successors, and assigns, and you shall not be entitled to any additional compensation. All determinations, interpretations, exercises of authority or other actions by the Company, the Board, or the Committee hereunder shall be made or taken by the Company, the Board, or the Committee, as applicable, in their sole and absolute discretion. This Letter Agreement may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same instrument.

Choice of Law, Venue, and Arbitration

This Letter Agreement shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of California without reference to the principles of conflicts of law of the State of California or any other jurisdiction that would result in application of the laws of a jurisdiction other than the State of California, and where applicable, the laws of the United States. The Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”), will govern the interpretation and enforcement of the arbitration provisions of this Letter Agreement. Any controversy, claim or dispute arising out of or relating to this Letter Agreement or the Employee Covenants Agreement or any other dispute of any kind between you on the one hand and the Company or its subsidiaries or affiliates and/or their respective officers, directors, employees, or other service providers on the other, shall be settled solely and exclusively by a binding arbitration process administered by JAMS in San Mateo County, California. Such arbitration shall be conducted in accordance with the then-existing Employment Arbitration Rules before a sole arbitrator. The Company and you will each be responsible for their own attorneys’ fees and expenses incurred in connection with any such arbitration; provided, however, that the arbitrator shall award attorneys’ fees and costs to the Company and its subsidiaries and affiliates, as applicable, if the arbitrator determines that you acted in bad faith in initiating or pursuing any claim, or that any claim brought by you was frivolous or otherwise lacked merit. The decision arrived at by the arbitrator shall be binding upon all parties to the arbitration and no appeal shall lie therefrom, except as provided by the FAA. These arbitration procedures are intended to be the exclusive method of resolving any claim or dispute arising out of or related to this Letter Agreement, including the applicability of this paragraph; provided, however, that any party seeking injunctive relief in connection with a breach or anticipated breach of the Letter Agreement will do so in a state or federal court of competent jurisdiction within San Mateo County, California, to which courts you hereby submit to jurisdiction and accept venue therein as convenient. Neither an application for temporary emergency relief, nor a court’s consideration of granting such relief shall (i) constitute a waiver of the right to pursue arbitration under this provision or (ii) delay the appointment of the arbitrator(s) or the progress of arbitration proceedings. You further knowingly, voluntarily and expressly waive any and all rights to initiate, participate in, or receive money or any other form of relief from any class, collective or representative proceeding and agree each arbitration proceeding shall proceed on an individualized basis. **THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY ARE WAIVING THEIR RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS LETTER AGREEMENT OR RELATED TO YOUR EMPLOYMENT OR THE TERMINATION THEREOF.**

Representations:

You represent and warrant to the Company that neither your execution and delivery of this Letter Agreement nor the performance of your obligations hereunder, shall constitute a default under or a breach of any other agreement or contract to which you are a party or by which you are bound, nor shall your execution and delivery of this Letter Agreement nor the performance of your duties and obligations hereunder give rise to any claim or charge against either you or the Company based upon any other contract, or agreement to which you are a party or by which you are bound. You shall indemnify and hold harmless the Company against any and all claims that your execution and delivery of this Letter Agreement or your performance of your obligations hereunder constitutes a default under or a breach of any other agreement or contract to which you are a party or by which you are bound.

[Signature Page Follows]

-6-

To accept this offer, please countersign this Letter Agreement below and the Employee Covenants Agreement at your earliest convenience.

Sincerely,

ChronoScale Corporation

Print Ying Cenly Chen
Signature: /s/ Ying Cenly Chen
Title: CEO
Dated: 8/17/2026

Accepted: /s/ Jerome Wong
Name: Jerome Wong
Dated: 8/16/2026

-7-

Exhibit A

Employee Covenants Agreement

Attached.

-8-
