

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): December 10, 2025

Axe Compute Inc.
(Exact name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-36790
(Commission File Number)

33-1007393
(I.R.S. Employer Identification No.)

91 43rd Street, Suite 110
Pittsburgh, Pennsylvania 15201
(Address of Principal Executive Offices) (Zip Code)

(412) 432-1500
(Registrant's telephone number, including area code)

Predictive Oncology Inc.
(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-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, \$0.01 par value	AGPU	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.

On December 10, 2025, Axe Compute Inc. (f/k/a Predictive Oncology Inc.) (the “Company”) entered into an amendment (the “Amendment”) to the employment agreement (the “Employment Agreement”) with Raymond F. Vennare, Chief Executive Officer of the Company, dated as of November 1, 2022.

The Amendment provides that, effective retroactively to November 1, 2025, Mr. Vennare’s annual base salary will increase from \$525,000 to \$575,000. In addition, the Amendment provides that, Mr. Vennare shall be eligible to receive an annual target bonus on March 31, 2026, or such earlier date as determined by the compensation committee of the Board of Directors (the “Compensation Committee”), in the target amount of 50% of Mr. Vennare’s then current base salary; provided, that, if Mr. Vennare’s employment with the Company is terminated without Cause (as defined in the Agreement) or by Mr. Vennare for Good Reason (as defined in the Employment Agreement) on or before March 31, 2026, then Mr. Vennare’s bonus for 2025 shall be 50% of his annual bonus as of the time of such termination and shall be paid in full no later than March 15, 2026.

Subject to the terms of the Company’s 2024 Equity Incentive Plan, as amended, and the approval of the Compensation Committee, Mr. Vennare will be eligible to 20,000 restricted stock units, which shall vest in full on January 1, 2026, subject to Mr. Vennare remaining continuously employed by the Company through such vesting date.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the complete text of the Amendment attached as Exhibit 10.1 to this Current Report on Form 8-K, which is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On December 12, 2025, the Company issued a press release announcing that it changed its name to Axe Compute Inc. and that its common stock began trading on Nasdaq under the ticker symbol AGPU on December 12, 2025.

The press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated into this Item 7.01 by reference. The information in this Item 7.01, including Exhibit 99.1 attached hereto, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”), as amended, or otherwise subject to the liabilities of that section, nor shall they be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No. Description

10.1	Amendment to the Employment Agreement, dated December 10, 2025, by and between the Company and Raymond F. Vennare.
99.1	Press Release, dated December 12, 2025.
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.

AXE COMPUTE INC.

Date: December 12, 2025

By: /s/ Josh Blacher
Name: Josh Blacher
Title: Chief Financial Officer

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

This Amendment No. 1 ("**Amendment**") to the Employment Agreement dated November 1, 2022 (the "**Employment Agreement**") is made and entered into effective as of December 10, 2025, by and between Raymond F. Vennare, an individual ("**Employee**"), and Predictive Oncology Inc., a Delaware corporation ("**Company**").

WHEREAS, the Board of Directors of the Company has approved certain adjustments to Employee's compensation as set forth in the Unanimous Written Consent of the Board of Directors dated November 25, 2025;

WHEREAS, the parties desire to amend the Employment Agreement to reflect the approved compensation adjustments;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The first sentence of Section 4(a) of the Employment Agreement is hereby amended and restated as follows:

"**a. Base Salary.** Employee will receive an annualized base salary of \$575,000 (gross, less applicable legally required withholdings and such other deductions as Employee voluntarily authorizes in writing), effective retroactively to November 1, 2025."

2. Section 4(b) of the Employment Agreement is hereby amended and restated in its entirety as follows:

"**b. Annual Target Performance Bonus for 2025.** Employee shall be eligible to receive an annual target performance bonus on March 31, 2026, or such earlier date as provided below or when the Company may pay bonuses to employees for 2025 performance, in the target amount of fifty percent (50%) of Employee's annual base salary then in effect (currently \$287,500 based on the adjusted salary), as determined by the Compensation Committee of the Board based on Employee's accomplishments and performance during 2025, provided that Employee remains employed by the Company on March 31, 2026. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, in the event that Employee's employment with the Company shall have been terminated by the Company without Cause (as provided in Section 11 of this Agreement) or by Employee for Good Reason (as provided in Section 12 of this Agreement) on or before March 31, 2026, then Employee's performance bonus for 2025 shall be 50% of his annual base salary in effect as of the time of such termination and shall be paid in full, less applicable legally required withholdings and such other deductions as Employee voluntarily authorizes in writing, no later than March 15, 2026."

3. The Employment Agreement is hereby amended by adding the following new Section 4(e):

"**e. Restricted Stock Unit Grant.**

(1) Employee shall be granted 20,000 restricted stock units ("**RSUs**") under the Company's 2024 Equity Incentive Plan (or any successor plan), which RSUs shall vest in full on January 1, 2026, provided that Employee remains continuously employed by the Company through such vesting date.

(2) Notwithstanding the foregoing vesting schedule, the RSUs shall vest immediately upon Employee's termination of employment by the Company without Cause (as provided in Section 11 of this Agreement) or by Employee for Good Reason (as provided in Section 12 of this Agreement).

(3) The RSUs shall be granted from the Company's 2024 Equity Incentive Plan (or any successor plan), and the RSU grant is contingent upon the availability of sufficient shares under such plan.

(4) The RSUs shall be subject to the terms and conditions of a restricted stock unit agreement in substantially the Company's standard form and all applicable plan terms, including standard tax withholding provisions.

(5) The Company is authorized to withhold from any RSU settlement the amount of any applicable federal, state, local, or foreign taxes required to be withheld."

4. Section 14 of the Employment Agreement is hereby amended and restated in its entirety as follows:

"14. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The venue for any action relating to this Agreement shall be the federal or state courts located in Allegheny County, Pennsylvania, to which venue each party hereby submits."

5. Exhibit A of the Employment Agreement is hereby deleted.

6. Except as specifically modified by this Amendment, all other terms and conditions of the Employment Agreement shall remain in full force and effect and are hereby ratified and confirmed.

7. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Electronically transmitted signatures shall be valid and binding to the same extent as signatures delivered in original.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

PREDICTIVE ONCOLOGY INC.

By: /s/ Josh Blacher
Name: Josh Blacher
Title: Chief Financial Officer

EMPLOYEE

By: /s/ Raymond F. Vennare
Raymond F. Vennare

Predictive Oncology Becomes Axe Compute, Expanding Into High-Performance AI Infrastructure

NEW YORK, Dec. 12, 2025 (GLOBE NEWSWIRE) -- Axe Compute Inc. (NASDAQ: AGPU) (the “Company” or “Axe Compute”) today announced that it has changed its name to **Axe Compute** Inc., with its common stock to begin trading on Nasdaq under the ticker symbol **AGPU** on December 12, 2025. Axe Compute will continue to operate its AI-driven drug discovery business and plans to expand its business into high-performance enterprise AI infrastructure, addressing rising global demand for predictable, scalable compute capacity across enterprise AI workloads.

The decision reflects Axe Compute’s fundamental observation about the current AI landscape: the bottleneck to AI progress is increasingly infrastructure, not algorithms. While attention concentrates on model capabilities and benchmark performance, Axe Compute believes the enterprises building AI applications face a more immediate problem—access to the compute required to train and run those models at all.

The Infrastructure Gap

Axe Compute believes it will be able to utilize its ATH on the Aethir network to secure GPU capacity and services on the Aethir network to support compute demand. GPU procurement timelines have extended to 40-52 weeks for high-end hardware as centralized cloud providers face capacity constraints that create multi-month deployment queues. Meanwhile, global enterprise spending on AI cloud services is projected to exceed \$400 billion in 2025, with demand continuing to outpace supply.

Operating Model

Axe Compute plans to operate as an active infrastructure company rather than a passive treasury. The distinction matters: Axe Compute plans to acquire rights to digital assets tied to AI infrastructure—beginning with capacity on the Aethir network—and deploy those assets to serve enterprise clients under service contracts. Axe Compute believes it will be able to derive revenue from token rewards and the margin captured between infrastructure acquisition cost and enterprise billing rates.

Axe Compute is not Aethir; Aethir operates the underlying network. Axe Compute intends to monetize access to that network for enterprise buyers who require guaranteed capacity, service-level agreements, and a counterparty that operates within traditional corporate and regulatory structures.

Infrastructure as the Enabling Layer

Axe Compute’s thesis rests on a structural view of AI development: breakthroughs in models depend on the infrastructure that makes experimentation possible. Transformers require the compute to train them. Scaling laws require the hardware to test them. Production AI requires the capacity to run it.

This positions infrastructure operators differently than the hyperscalers or the model developers. Axe Compute does not compete with AWS on breadth of services or with OpenAI on model capabilities. Axe Compute plans to operate in the space between: utilizing the Aethir network to provide the specific, dedicated GPU capacity that AI-native companies require when cloud queues are too long and building internal infrastructure is too slow.

Axe Compute believes it will be able to introduce the flexibility of a resource pool that can be allocated to support varied project requirements as they arise. Collectively, Axe Compute believes these early workloads will show that Axe Compute can function as a stable backbone for a wide range of production AI systems, reinforcing the need for decentralized compute as a foundational layer of enterprise AI infrastructure.

Current State and Forward View

Axe Compute anticipates sourcing infrastructure at competitive rates and providing reliable, predictable access to high-capacity compute through the Aethir network. Axe Compute believes it is positioned to demonstrate the scalability and effectiveness of its model as initial deployments come online and its enterprise client base is expanded.

Axe Compute will continue to operate its AI-driven drug discovery business and may explore potential expansion into other digital asset categories beyond compute infrastructure as its operating model matures.

About Axe Compute

Axe Compute (NASDAQ: AGPU) plans to make world-class AI compute accessible to all through its access to the Aethir network. By delivering Aethir-provided decentralized global infrastructure, Axe Compute will endeavor to deliver instant access to bare-metal GPUs at scale to innovators and established businesses alike. Axe Compute is where decentralized choice meets enterprise trust. **For more information:** axecompute.com | investors@axecompute.com

About Aethir

Aethir is the world’s largest distributed cloud GPU network, with over 435,000 enterprise-grade GPU containers across 93 countries. The platform provides scalable, cost-efficient cloud GPU services for AI, machine learning, gaming, and rendering applications, connecting users to distributed resources through a Decentralized Physical Infrastructure Network (DePIN). By

making high-performance computing more accessible and efficient, Aethir is transforming how AI and enterprise applications are powered. **For more information:** aethir.com.

Forward-Looking Statements:

This press release contains “forward-looking statements” as defined by the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended. This press release also includes express and implied forward-looking statements regarding the Company’s current expectations, estimates, opinions and beliefs that are not historical facts. Such forward-looking statements may be identified by words such as “believes,” “expects,” “endeavors,” “anticipates,” “intends,” “plans,” “estimates,” “projects,” “should” and “objective” and the negative and variations of such words and similar words. These statements are made on the basis of current knowledge and, by their nature, involve numerous assumptions and uncertainties. The Company cannot guarantee the accuracy, completeness, or reliability of statements made by third parties in this press release, nor can it assure that any expectations, forecasts, or outcomes expressed by third parties will materialize. The Company cannot provide any assurances that it will be able to secure GPU capacity or services, directly or indirectly deploy such GPU capacity or services to third parties, and/or derive revenue from the foregoing. Nothing set forth herein should be regarded as a representation, warranty or prediction that we will achieve or are likely to achieve any particular future result. Actual results may differ materially from those indicated in the forward-looking statements because the realization of those results is subject to many risks and uncertainties, including, without limitation, the risk of failing to realize the anticipated benefits of the Company’s digital asset treasury strategy, economic conditions, fluctuations in the market price of ATH and other digital assets, the impact of the evolving regulatory environment on the Company’s business, the ability of the Company to execute on its digital asset treasury strategy and implications for shareholders and for the Company’s core business, the ability of the Aethir network to perform in a manner consistent with projections, the ability for the Company to generate revenue on the Aethir network, the success, timing and implementation of services to be provided by the Aethir network to the Company, the ability for the Company to onboard and maintain enterprise and other clients to provide computing services, the ability for the Company to successfully implement planned commercial activities, market adoption of the Company’s products and services, risks inherent in projecting future performance based on limited historical data, the risks related to the success of our collaboration arrangements, commercialization activities and product sales levels by our collaboration partners, and the other risks, uncertainties, and other factors described under “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and elsewhere in the documents we file with the U.S. Securities and Exchange Commission. Forward-looking statements contained in this press release are made as of the date of this press release, and the Company undertakes no duty to update such information except as required under applicable law.

Contact:

Erin McMahon
erin@axecompute.com