

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): February 6, 2026

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)

(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.

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

*Termination of Chief Executive Officer and Resignation from the Board*

On February 6, 2026, the board of directors (the “Board”) of Axe Compute Inc. (the “Company”) voted to terminate, without cause, the employment of Raymond F. Vennare with the Company, effective as of February 9, 2026. In connection with his termination, Mr. Vennare entered into a separation agreement dated February 9, 2026 (the “Separation Agreement”), pursuant to which Mr. Vennare will receive certain separation benefits, contingent upon Mr. Vennare signing, delivering and not rescinding or revoking a general release of claims in favor of the Company. The Separation agreement provides for, among other things, (i) the payment of \$575,000 in severance pay, which amount is equal to one year of Mr. Vennare’s base salary, (ii) a bonus for 2025 in the amount of \$287,500, and (iii) a lump sum payment to assist with the cost of continued healthcare coverage. The foregoing description of the material terms of the Separation Agreement is not complete and is qualified in its entirety by reference to the full text thereof, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Mr. Vennare also resigned as Chairman and a member of the Board, effective as of February 9, 2026. The resignation of Mr. Vennare is not based on any disagreement with the Company on any matter relating to the Company’s operations, policies or practices.

*Appointment of the Chairman of the Board*

On February 6, 2026, the Board appointed Chuck Nuzum, a current member of the Board, as Chairman of the Board, effective as of February 9, 2026.

*Appointment of Chief Executive Officer and Appointment to the Board*

On February 6, 2026, the Board appointed Christopher Miglino as Chief Executive Officer to succeed Mr. Vennare, and as a member of the Board to fill the vacancy created by Mr. Vennare’s resignation, effective as of February 9, 2026.

Christopher Miglino, age 57, has more than 25 years of experience building and operating public and private companies across technology, fintech, media, and digital assets. Since March 2010, Mr. Miglino has served and continues to serve as the Chief Executive Officer and Co-Founder of SRAX, Inc. (NASDAQ: SRAX), a public fintech and data company, where he leads the company through its NASDAQ listing, multiple capital raises, and oversees all SEC reporting and compliance obligations. During his tenure at SRAX, Mr. Miglino launched and later sold a pharmaceutical advertising division for approximately \$50 million and built investor intelligence and communications SaaS platforms used by hundreds of public companies. From January 2024 to January 2026, Mr. Miglino served as President and Co-Founder of DNA Holdings Venture Inc., a blockchain and Web3-focused investment firm, where he oversaw fund operations, strategic partnerships, and capital deployment. Previously, Mr. Miglino founded Conscious Enlightenment, a multi-media company he sold to Gaiam (NASDAQ: GAIA) in 2007, and co-founded Centerlinq, an interactive kiosk and loyalty platform company he sold to a public company. Mr. Miglino holds a Bachelor of Science in Finance from the University of Southern California.

There are no family relationships between Mr. Miglino and any director or executive officer of the Company. In connection with the Company's transaction with ATH, DNA Holdings Venture Inc., of which Mr. Miglino was then the President, received warrants representing 7.5% in such transaction. Except as described above, there are no transactions requiring disclosure under Item 404(a) of Regulation S-K. The material terms of Mr. Miglino's compensatory arrangements with the Company will be disclosed by amendment to this Current Report on Form 8-K.

In connection with Mr. Miglino’s appointment as Chief Executive Officer of the Company, the Company and Mr. Miglino entered into an employment agreement, dated February 9, 2026 (the “Employment Agreement”), which provides for, among other things, payment to Mr. Miglino of an annual base salary equal to \$575,000, and at the discretion of the Board’s Compensation Committee (the “Committee”), to receive grants of stock options or other equity awards. Mr. Miglino will also be eligible to participate in the Company’s (i) bonus program with annual cash bonus equal up to 50% of his salary or at the discretion of the Committee, a higher percentage based on his and the Company’s performance, (ii) long-term incentive plan to be adopted and maintained by the Compensation Committee, and (iii) standard employee benefit plans generally available to executive employees of the Company.

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In addition, as a material inducement to Mr. Miglino's appointment as Chief Executive Officer, on February 9, 2026 (the "Grant Date") the Company granted Mr. Miglino stock options (the "Options") to purchase 500,000 shares of the Company's common stock at an exercise price equal to the closing price of the Company's common stock on the Grant Date, pursuant to a Stock Option Inducement Award Agreement (the "Option Agreement") between Mr. Miglino and the Company. One-third of the Options will vest on the first anniversary of the Grant Date with the remaining two-thirds of the Options vesting in equal monthly installments over the following twenty-four months, in each case subject to Mr. Miglino's continued employment with or service to the Company through each applicable vesting date.

The foregoing descriptions of the Employment Agreement and the Option Agreement are qualified in their entirety by the terms of the Employment Agreement and the form of Option Agreement, respectively, copies of which are attached to this Current Report on Form 8-K as Exhibit 10.2 and 10.3, are incorporated herein by reference.

**Item 7.01. Regulation FD Disclosure.**

A press release related to the matters described in Item 5.02 of this Current Report on Form 8-K is furnished herewith as Exhibit 99.1 and hereby incorporated in this Item 7.01 by reference.

The information in Exhibit 99.1 of this Current Report on Form 8-K is being "furnished" and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (as amended, the "Exchange Act") or otherwise subject to the liabilities of that Section, and shall not be or be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any general incorporation language in such filing.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
<a href="#"><u>10.1</u></a>	<a href="#"><u>Separation Agreement, dated February 9, 2026, by and between the Company and Raymond Vennare</u></a>
<a href="#"><u>10.2</u></a>	<a href="#"><u>Employment Agreement, dated February 9, 2026, by and between the Company and Christopher Miglino</u></a>
<a href="#"><u>10.3</u></a>	<a href="#"><u>Form of Stock Option Inducement Award Agreement</u></a>
<a href="#"><u>99.1</u></a>	<a href="#"><u>Press Release dated February 9, 2026</u></a>
104	Cover Page Interactive Data File (embedded within the inline XBRL document)

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**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: February 9, 2026

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

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## AGREEMENT AND RELEASE

This Agreement and Release (“Agreement”) is made by and between Raymond F. Vennare (“Employee”) and Axe Compute Inc. (formerly known as Predictive Oncology Inc.) (“the Company”), each of whom enter into this Agreement intending to be legally bound.

1. Background. The Company and Employee state the following facts and incorporate them by reference into this Agreement.
    - a. Employee and the Company entered into an Employment Agreement, effective November 1, 2022, as amended by an Amendment effective December 10, 2025 (as amended, the “Employment Agreement”).
    - b. Employee and the Company have entered into certain restricted stock unit agreements (“Equity Documents”) granting the Employee certain awards of restricted stock units with respect to shares of the Company’s common stock (“RSUs”).
    - c. The Company released Employee from his employment effective February 9, 2026 (the “Separation Date”).
    - d. In accordance with and subject to the terms of the Employment Agreement, Employee is entitled to certain separation benefits upon termination without Cause.
    - e. The Company and Employee now agree as follows.
  2. Separation Benefits. In exchange for Employee’s waiver and release of claims set forth in Section 3 and other promises set forth in this Agreement, and provided that Employee (i) signs, dates, and returns this Agreement within the time period described in Section 5, and (ii) does not revoke this Agreement within the time period described in Section 5, the Company agrees to provide Employee with the following “Separation Benefits” (identified below in this Section 2) to which Employee would not otherwise be entitled without signing this Agreement:
    - a. The Company will pay Employee the following (collectively, the “Severance Payments”):
      - i. severance payments in the gross aggregate amount of \$575,000 (gross), less applicable federal, state and local withholdings and other legally required withholdings (“Severance Pay”) which is equivalent to the sum of 12 months of Employee’s base salary and will be paid out in substantially equal installments in the Company’s regular payroll over a period of twelve (12) months (the “Severance Period”) beginning in the first regular payroll that is at least ten (10) business days following the Effective Date (as defined below),
      - ii. a 2025 bonus in the gross amount of \$287,500, less applicable federal, state and local withholdings and other legally required withholdings (the “2025 Bonus”), payable no later than March 15, 2026. The Severance Payments are in full satisfaction of, and not in addition to, the severance payments and benefits that Employee is eligible to receive under the Employment Agreement.
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iii. The Company will pay Employee a single lump sum payment of \$8,195.09 (gross), less applicable federal, state, and local withholdings and other legally required withholdings, to assist with the cost of healthcare continuation coverage. This payment will be made within thirty (30) days following the Effective Date.

3. Employee's Waiver and Release of Claims. In exchange for the Separation Benefits set forth in Section 2 and the terms of this Agreement, Employee agrees to unconditionally waive and release any and all claims, complaints, causes of action, or demands of whatever kind which Employee has or may have against the Released Parties (as defined below) to the maximum extent permitted by applicable law up to the moment Employee signed this Agreement, including any claims, complaints, causes of action, or demands relating in any way to Employee's employment with the Company and Employee's separation from employment with the Company including, but not limited to, the following:
- a. All claims for any alleged unlawful discrimination, harassment, failure to accommodate, retaliation, interference, reprisal arising, or other alleged unlawful practices under any federal, state, or local law, statute, ordinance, or regulation, including, without limitation, rights or claims of age discrimination, harassment, and retaliation under the federal Age Discrimination in Employment Act ("ADEA"), federal Older Workers Benefit Protection Act ("OWBPA"), and claims of discrimination, harassment, failure to accommodate, and retaliation under the Family and Medical Leave Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Equal Pay Act, Pennsylvania Human Relations Act;
  - b. All claims arising out of Employee's employment and Employee's separation from employment including, but not limited to, claims based on alleged wrongful discharge, breach of contract, breach of implied contract, failure to keep any promise, breach of a covenant of good faith and fair dealing, breach of fiduciary duty, defamation, infliction of emotional distress, fraud, misrepresentation, negligence, constructive discharge, assault, battery, false imprisonment, invasion of privacy, interference with contractual or business relationships, Employee's activities, if any, as a "whistleblower" (including claims under the Pennsylvania Whistleblower Law), and any violation of any other principle of common law;
  - c. All claims for any other alleged unlawful employment practices related to Employee's employment or Employee's separation from employment arising under any federal, state, or local law, statute, ordinance, or regulation including, without limitation, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Employee Retirement Income Security Act, the Worker Adjustment and Retraining Notification Act, the Fair Credit Reporting Act, and the National Labor Relations Act;
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- d. All claims for any other form of pay, compensation, or employee benefits of any kind that is not provided in this Agreement including, without limitation, bonuses, commissions, deferred compensation, stock-based incentive compensation, restrict stock units, stock options, phantom stock, equity of any kind, vacation pay, expense reimbursement, and any other claims under any applicable federal, state, and local law, statute, ordinance, or regulation to the fullest extent permitted by law;
- e. All claims Employee has now, whether or not Employee currently knows about or suspects the claims; and
- f. All claims for attorneys' fees, costs, or interest.

Employee understands and agrees that the above list contains examples only and does not contain all claims that Employee is releasing. By signing this Agreement, Employee is fully and finally waiving and releasing, to the fullest extent permitted by law, all claims against the Released Parties. Employee agrees that the Company's payment of the Separation Benefits is full and fair payment for the waiver and release of Employee's claims and has a value greater than anything Employee is entitled to if Employee does not sign this Agreement. Notwithstanding anything set forth in this Agreement, specifically excluded from the waiver and release of claims set forth above are claims or disputes that: (i) by law cannot be released in a private agreement (such as claims for workers' compensation benefits, claims for unemployment insurance benefits, and claims under the Pennsylvania Equal Pay Law, and Pennsylvania Minimum Wage Act, or the Pennsylvania Wage Payment and Collection Law); (ii) relate to any rights of indemnification afforded Employee by statute or by common law, including any insurance coverage maintained by or on behalf of the Company; (iii) arise after the date Employee signed this Agreement (including any right to challenge the validity of this Agreement's waiver of ADEA claims); or (iv) relate to the obligations of Employee or the Company under this Agreement. For purposes of this Agreement, the term "Released Parties" means the Company and all of the Company's past and present parents, subsidiaries, and affiliated companies, and all and each of the past and present employees, officers, officials, managers, members, directors, agents, insurers, representatives, counsel, shareholders, owners, attorneys, partners, predecessors, successors, and assigns of any and all of the foregoing entities and persons. In addition, for purposes of Section 3, the term "Employee" means Raymond F. Vennare and any person who has or obtains any legal rights or claims against the Company or the Released Parties through Raymond F. Vennare.

- 4. The Company's Waiver and Release of Claims. In consideration for the promises and agreements set forth herein, the Company (and on behalf of any of the Company's past and present parents, subsidiaries, and affiliated companies, and all and each of the past and present employees, officers, officials, managers, members, directors, agents, insurers, representatives, counsel, shareholders, owners, attorneys, partners, predecessors, successors, and assigns of any and all of the foregoing entities and persons) agrees to unconditionally waive and release Employee (and any person who and/or entity that would have an obligation on his behalf) from any and all claims, complaints, causes of actions, or demands of whatever kind which the Company has or may have against Employee with respect to actions taken in good faith by Employee in connection with his employment and which exist as of the date the Company signs this Agreement. Notwithstanding anything set forth in this Agreement, specifically excluded from the waiver and release of claims set forth in this Section 4 are claims or disputes that: (i) by law cannot be released in a private agreement; (ii) relate to any rights of indemnification afforded the Company by statute or by common law, including any insurance coverage maintained by or on behalf of the Company; (iii) arise after the date the Company signed this Agreement; (iv) relate to the obligations of Employee or the Company under this Agreement; (v) relate to the remaining obligations of Employee pursuant to the Employment Agreement (including the Surviving Obligations) or any other remaining contractual obligation Employee owes the Company; or (vi) arise out of any fraud, breach of fiduciary duties, or other willful misconduct by Employee.
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5. Employee's Legal Rights.

- a. Advice to Consult With an Attorney. This Agreement is a legal document. Employee has been advised in writing to consult with an attorney prior to executing the Agreement.
  - b. Period to Consider this Agreement. Employee has twenty-one (21) days to consider the offer as expressed, including Employee's waiver and release of rights and claims of age discrimination under the ADEA and OWBPA, and decide whether to sign this Agreement. Signing this Agreement before the 21-day period expires constitutes a waiver by Employee of any remaining time period for review and consideration to which Employee may be entitled. Employee acknowledges that if Employee elects to sign this Agreement before the expiration of the 21-day period, such decision is knowing and voluntary, is not induced by the Company through fraud, misrepresentation, or a threat to withdraw or alter the offer prior to the expiration of the 21-day period, and that Employee has not been required or pressured by the Company to sign before the 21-day period has expired. Employee agrees that any changes to this Agreement, whether they are material or immaterial, do not restart the running of the 21-day consideration period. If Employee does not sign this Agreement within the 21-day consideration period, the offer contained within this Agreement will expire. Employee agrees and understands that if Employee does not sign this Agreement within the 21-day consideration period, this Agreement will be null and void and Employee will not receive the Separation Benefits in Section 2.
  - c. Revocation. If Employee signs this Agreement, Employee will then be entitled to revoke this Agreement within seven (7) days after the date on which Employee signed this Agreement and this Agreement shall not become effective or enforceable until the revocation period has expired (the 8<sup>th</sup> day after the date on which Employee signs and returns this Agreement to the Company will be considered the "Effective Date" and Employee will not be eligible to receive the Separation Benefits until after the Effective Date). To revoke, Employee must put the revocation in writing and email it to Chuck Nuzum at [cnuzum@predictive-oncology.com](mailto:cnuzum@predictive-oncology.com), with a copy to Dylan Caplan, [dylan.caplan@us.dlapiper.com](mailto:dylan.caplan@us.dlapiper.com).
  - d. Effect of Revocation. If Employee rescinds or revokes this Agreement as described in this Section 5, Employee understands that (i) this Agreement is null and void, (ii) the Company shall have no further obligation under this Agreement, (iii) Employee will not receive the Separation Benefits in Section 2 of this Agreement or any other benefits listed within this document except for Employee's base salary and accrued but unused paid time off through the Separation Date, and (iv) Employee's employment will still end on the Separation Date.
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6. Filings. Employee understands that, without being penalized or having an obligation to notify the Company, this Agreement does not prohibit Employee from filing an administrative charge of discrimination or complaint with the Equal Employment Opportunity Commission, National Labor Relations Board, Occupational Safety and Health Administration, Securities and Exchange Commission (“SEC”), Civil Rights Division, or any other federal, state, or local governmental agency or commission or law enforcement agency (“Government Agencies”). Employee understands that this Agreement does not limit Employee’s ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agencies, including providing documents or other information and receiving any monetary award under applicable SEC whistleblower programs, without notice to the Company. If Employee had filed or files a charge or complaint, Employee agrees that the Company’s payment of the Separation Benefits completely satisfies any and all claims for monetary relief in connection with such charge or complaint, except that this Agreement does not limit Employee’s right to receive an award for information (1) provided pursuant to the Securities and Exchange Commission’s whistleblower protections and incentives; or (2) provided to any other Government Agencies. Employee is not entitled to any other monetary relief of any kind with respect to the claims that Employee has released in this Agreement unless Employee’s waiver and release of claims is deemed unlawful or otherwise invalid.
  7. Governing Law/Venue. The laws of the State of Pennsylvania will govern the validity, construction, and performance of this Agreement, without regard to the conflict of law provisions of any other jurisdictions. Employee irrevocably consents to the exclusive jurisdiction of courts in Pennsylvania for the purposes of any action arising out of or related to this Agreement or any dispute between the Company and Employee, including any actions for temporary, preliminary, and permanent equitable relief. Employee irrevocably waives Employee’s right, if any, to have any disputes between the Company and Employee arising out of or related to this Agreement decided in any jurisdiction or venue other than a state or federal court in the State of Pennsylvania.
  8. Additional Agreements and Understandings.
    - a. Company Property. Within seven days, Employee shall return to the Company all the Company property in Employee’s possession or under Employee’s control including, but not limited to, all corporate credit cards, identification badges, computer hardware and software, cell phones, tablets, PDAs, books, records, documents, data, access cards, financial data, confidential information, trade secrets, files, notebooks, passwords, plans, sales reports, records, and all other property, equipment, or information owned by the Company or to which Employee was provided access by the Company during Employee’s employment. Failure to return all the Company property will void this Agreement and Employee will no longer be entitled to receive the Separation Benefits.
    - b. Post-Termination Obligations. The Employment Agreement contains valid and enforceable restrictions on Employee’s competition with the Company, both during and after employment with the Company. Employee acknowledges and agrees that any restrictions set forth in the Employment Agreement that by their terms survive the termination of Employee’s employment with the Company are fully enforceable and remain in full force and effect (including without limitation the confidentiality, intellectual property, return of property, non-solicitation, and non-competition obligations therein) (collectively, the “Surviving Obligations”).
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- c. Trade Secrets. The Company advises Employee as follows under the federal Defend Trade Secrets Act: An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that — (A) is made — (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual — (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).
  - d. Transition and Cooperation. The Employee will cooperate with the Company and use his best efforts to be available, on a reasonable basis and during normal business hours, to discuss or address issues or questions that may arise after the Separation Date relating to Employee's employment and position for the purpose of achieving a smooth transition of Employee's former job duties and responsibilities. Employee also agrees to be available to and cooperate with the Company and its counsel in connection with any investigation, administrative proceeding or litigation relating to any matter, occurring during Employee's employment, in which he was involved or of which he has knowledge. Employee understands and agrees that such cooperation includes, but is not limited to, making himself reasonably available during normal business hours to the Company and/or its counsel upon reasonable notice for: interviews and factual investigations; appearing to give testimony without requiring service of a subpoena or other legal process; volunteering to the Company or its counsel pertinent information; and turning over all relevant documents which are or may come into his possession. After the Company has finished paying Employee the Severance Payments, if the amount of time involved pursuant to this Section 8(d) is more than nominal, then the Company will pay Employee a reasonable fee for his assistance, as long as the Company approves the time Employee spends providing such assistance in advance and in writing.
  - e. COBRA. Following the Separation Date, the Company will provide Employee any notice required under COBRA relating to the Company's insurance programs.
  - f. Consideration. Employee agrees that (i) the Separation Benefits in Section 2 are above and beyond that to which Employee would be entitled if Employee did not sign this Agreement, (ii) the Separation Benefits in Section 2 constitute independent and sufficient consideration for all aspects of this Agreement, and (iii) Employee is not eligible for any other payments or benefits except for those expressly described in this Agreement, provided that Employee signs and returns this Agreement within the specified time period and does not rescind or revoke this Agreement.
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- g. Non-Disparagement. Employee agrees not to make disparaging or defamatory remarks about the Company or the Company's services, products, or other matters pertaining to its business. The Company agrees to direct its management team not to make disparaging or defamatory remarks about Employee or Employee's services or other matters pertaining to Employee (provided that the Company's obligations under this provision shall not apply to internal communications between or among such management team or between any member(s) of the management team and the Company's outside advisors). This non-disparagement provision does not apply to legally protected communications and does not prohibit Employee or the Company from filing an administrative charge or complaint with, or cooperating, assisting, testifying, or participating in an investigation or legal proceeding conducted or initiated by, any Government Agencies.
  - h. Confidentiality of Agreement. Employee agrees to keep the existence, terms, and conditions of this Agreement strictly confidential and shall not disclose, publish, or otherwise disseminate any information concerning this Agreement to any person or entity, except that Employee may disclose such information to Employee's immediate family members, attorneys, and tax advisors, provided that such individuals agree to maintain the confidentiality of this information. In the event Employee receives a subpoena, court order, or other legal process that purports to require disclosure of any information concerning this Agreement, Employee shall provide the Company with prompt written notice of such subpoena, court order, or legal process (and in any event no less than five (5) business days prior to any required disclosure) so that the Company may seek a protective order or other appropriate remedy. Employee shall cooperate with the Company in seeking such protective order or other remedy. Nothing in this Section shall prohibit Employee from making disclosures to Government Agencies as set forth in Section 6 of this Agreement.
  - i. Non-Assistance. Employee agrees that Employee will not voluntarily assist, encourage, participate in, or cooperate with any person or entity in any claim, action, lawsuit, arbitration, or other proceeding of any kind against the Company or any of the Released Parties, including but not limited to providing testimony, documents, or information, except (i) as required by valid subpoena, court order, or other legal process, (ii) in connection with any legally protected communications with Government Agencies as set forth in Section 6 of this Agreement, or (iii) to enforce Employee's rights under this Agreement. In the event Employee receives any request for information or assistance from any person or entity in connection with any actual or potential claim against the Company or any of the Released Parties, Employee shall promptly notify the Company of such request.
  - j. Non-Admission. It is expressly understood that this Agreement does not constitute, nor shall it be construed as, an admission by the Company of any liability or unlawful conduct whatsoever. The Company specifically denies any liability or unlawful conduct on the Company's part.
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- k. Successors and Assigns. This Agreement is personal to Employee and may not be assigned by Employee without the written agreement of the Company. The rights and obligations of this Agreement shall inure to the successors and assigns of the Company.
  - l. Severability. If a court finds any term of this Agreement to be invalid, unenforceable, or void, Employee and the Company agree that the court shall modify such term to make it enforceable to the maximum extent possible. If the term cannot be modified, Employee and the Company agree that the term shall be severed and all other terms of this Agreement shall remain in effect (except that if the release of claims set forth in Section 4 is deemed unenforceable, Employee will be required to enter into a new release of claims with the Company that is valid and enforceable). Employee and the Company agree that Employee's waiver and release of claims should be interpreted as broadly as possible to achieve Employee's intention of releasing all claims against the Released Parties.
  - m. Entire Agreement. This Agreement constitutes the sole understanding of Employee and the Company with respect to the matters provided for herein. Employee and the Company agree that this Agreement supersedes and terminates any and all other written and oral agreements and understandings between Employee and the Company concerning separation benefits Employee may have been eligible for or entitled to from the Company. Notwithstanding anything in this Agreement to the contrary, Employee agrees and acknowledges that the Equity Documents and the Surviving Obligations remain in full force and effect after the Separation Date in accordance with their terms. This Agreement may not be modified, altered, or changed in any way except by written agreement signed by Employee and an authorized representative of the Company.
  - n. No Waiver. No claim or right arising out of a breach or default under this Agreement may be discharged by a waiver of that claim or right unless the waiver is made in writing and signed by an authorized representative of the Company. A waiver by any party of a breach or default of the other party of any provision contained in this Agreement shall not be deemed a waiver of future compliance of such provisions, and such provisions shall remain in full force and effect.
  - o. Remuneration. Employee acknowledges and agrees that the Company will pay Employee any and all base salary and expense reimbursements owed through the Separation Date. Employee will also receive payment for all accrued and unused paid time off, less applicable federal, state and local withholding and other legally required withholdings) due to Employee through the Separation Date. Employee is not entitled to any additional remuneration from the Company other than the consideration outlined within this Agreement. In addition, Employee acknowledges that Employee is not aware of any time worked during Employee's employment for which Employee has not already been fully compensated.
  - p. Acknowledgements. Employee acknowledges and agrees that: (i) Employee has not suffered any work-related injury for which Employee has not already filed a claim; and (ii) Employee has been properly provided any leave of absence including for Employee's own or a family member's health condition.
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- q. Taxes. Employee acknowledges that Employee has not relied on any tax advice provided by the Company and that, if necessary, Employee is solely responsible for properly reporting the payment received pursuant to this Agreement and paying any applicable taxes, penalties, and interest. Employee acknowledges and agrees that Employee has been provided with the opportunity to consult legal and financial counsel with respect to the tax treatment of the payment Employee will receive pursuant to this Agreement and on account of Employee's separation from employment. Employee has been advised by the Company to consult with such counsel.
- r. Accepting/Signing this Agreement. Employee agrees not to sign this Agreement prior to the end of Employee's work day on the Separation Date. To accept this Agreement, Employee must sign via Box Sign within the time period in Section 5.

AXE COMPUTE INC.

EMPLOYEE

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

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

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## EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) made and entered into effective as of February 9, 2026 (the “Effective Date”) by and between Christopher Miglino (“Employee”), an individual, residing at 1688 Bahia Vista, Sarasota FL 34239, and Axe Compute Inc., 91 43rd St., Suite 110, Pittsburgh, PA 15201, a Delaware corporation (“Company”), collectively referred to as “the Parties”.

WHEREAS, the Company desires to employ Employee to render services for the Company as its Chief Executive Officer on the terms and conditions hereinafter set forth, and Employee desires to be employed by the Company on such terms and conditions;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **Employee’s Acknowledgment and Certifications.** Employee hereby represents and certifies that Employee is not subject to any other agreement or restrictive covenant that Employee violates by working with the Company. Further, Employee represents that no conflict of interest or breach of Employee’s fiduciary duties will result by working with and performing duties for the Company. Employee further agrees and certifies that Employee will not use or disclose to the Company any confidential, proprietary or trade secret information belonging to another individual or entity which may not properly be used or disclosed by Employee to the Company.
  2. **Employment and Term.** The Company hereby employs Employee and Employee hereby accepts employment with the Company upon the terms and conditions of this Agreement. Employee’s employment with the Company is at-will and will commence on February 9, 2026. This Agreement does not modify the at-will nature of Employee’s employment nor is it intended to guarantee Employee a specific term of employment with the Company. Either Employee or the Company may terminate the employment relationship at any time, for any lawful reason. Employee agrees to abide by all Company rules, policies, and procedures.
  3. **Duties.** Employee shall have the title of Chief Executive Officer and shall serve as a member of the Board of Directors in accordance with the Company’s bylaws. Employee will devote Employee’s full working time, attention, loyalty, skills and efforts to diligently perform all the duties, responsibilities, and requirements assigned to Employee while employed by the Company. Employee will work remotely from his home office in Sarasota, Florida, and will travel on business matters to the Company’s offices and elsewhere at Company expense, as needed, subject to the Company’s Expense Reporting Procedure and policies, as in effect from time to time. Employee’s title, position and duties are at all times subject to change at the Company’s sole discretion. Employee will be limited to holding board seats for a maximum of two companies in addition to the Company in addition to the existing board seat and position currently held at SRAX Inc., and no such position shall conflict or interfere with Employee’s obligations to the Company and Employee shall provide prompt notice to the Board of Directors of such board seats or serving as any other role in other companies.
  4. **Compensation.**
    - a. **Base Salary.** Employee will receive an initial annualized base salary of \$575,000 (gross, less applicable legally required withholdings and such other deductions as Employee voluntarily authorizes in writing). Employee’s base salary and other compensation will be subject to review and adjustment by the Company at any time, as the Company deems appropriate; provided, that Employee’s base salary will not be reduced without Employee’s consent unless a salary reduction is imposed upon substantially all employees of the Company as part of a general reduction.
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- b. **Bonus and Incentive Compensation.** For each calendar year during the term of this Agreement, beginning at date of hire in 2026, Employee shall be eligible to receive an annual incentive bonus determined annually at the discretion of the Compensation Committee of the Board (the "Compensation Committee"). Any annual incentive bonus for the 2026 calendar will be pro-rated for the period during which he is employed by the Company following the Effective Date. The Compensation Committee will award a bonus based on performance of Employee vs. annual MBO/Objectives on a percentage of base salary. The Compensation Committee will be the evaluator of Employee performance and will make the final decision on the bonus amount. Bonus payout will range from 0% to 50% of base salary, or at the Board's discretion, a higher percentage based on performance. Any bonus payments made under this Section 4(b) shall be paid within 2 1/2 months of the end of the bonus period, provided that Employee was employed by the Company on the last day of the bonus period.
- c. **Long-Term Incentive Grants.** Employee will also be eligible to participate in a long-term incentive plan to be adopted and maintained for senior executive officers of the Company by the Compensation Committee. Employee will also be considered for stock option awards in connection with grants to key employees and in other appropriate circumstances.
- d. **Initial Equity Grant.** Subject to approval by the Compensation Committee or a majority of the Company's Independent Directors as defined in Nasdaq Listing Rule 5605(a)(2), and as a material inducement to accept the Company's offer of employment, Employee will be granted a stock option to purchase 500,000 shares of the Company's common stock subject to the terms of a standalone agreement between the Company and Employee pursuant to the Nasdaq inducement grant exception under Nasdaq Listing Rule 5635(c)(4) in the form attached hereto as Exhibit A (the "Inducement Options"). The exercise price of the Inducement Options will be at fair market value on the date of grant and shall be subject to a three-year vesting period with 1/3 of the Inducement Options vesting on the first anniversary of the grant date and the remainder vesting in equal monthly installments over the next 24 months, subject to Employee's continued employment with the Company through each vesting date.
- e. **Directors & Officers Insurance.** While employed by the Company, Employee shall be considered an officer of the Company and shall be covered by D&O Insurance, or any other similar type of insurance, that provides coverage for Employee's acts or omissions undertaken during the course and scope of Employee's employment, and maintain coverage for Employee for at least three (3) years following Employee's employment.

5. **Additional Benefits.**

- a. **Automobile.** The Company shall reimburse Employee for deductible automobile mileage according to its Expense Reporting Procedures.

- b. **Business Expenses.** The Company will reimburse Employee for all reasonable, deductible and substantiated business expenses per its Expense Reporting Procedures. This includes, but is not limited to, such expenses as computer and necessary software, cell phones and business meetings.
  - c. **Paid Time Off.** Employee shall be entitled to thirty-three (33) days of paid time off per each calendar year earned ratably over each calendar year, to be taken at such times as Employee and the Company shall determine and provided that no paid time off time shall unreasonably interfere with the duties required to be rendered by Employee hereunder. Pursuant to the Company's policy, Employee may carry over up to a maximum of 80 hours of paid time off to the next calendar year. Accrued but unused paid time off will be paid out to Employee at the time of termination of employment.
  - d. **Benefits.** Employee will be eligible to participate in other benefits programs generally available to executive officers of the Company specifically including health and dental insurance, short-term and long-term disability insurance, life insurance and the 401(k) plan.
6. **Non-Competition.** Employee agrees that while employed by the Company and for a period of twelve (12) months after the date Employee's employment with the Company terminates, regardless of the reason for termination, Employee will not, without the prior written consent of the Company, directly or indirectly, as an owner, director, officer, consultant, or employee (in a position the same as or similar to Employee's position with the Company), for Employee's own behalf or on behalf of any other person or entity, anywhere in the United States of America:
- a. **Prohibition on Competition.** Engage in or render services, directly or indirectly, to any person or organization engaged in or about to become engaged in the development, production, marketing or selling of any product, process or service in existence or under development which is similar to or competes with a product, process or service of the Company. For purposes of this subsection (a), "similar to or competes with" shall be interpreted to include only persons or organizations whose principal business involves products, processes, or services that directly compete with the Company's products, processes, or services (including products or services then in development), and shall not be construed to prohibit Employee from holding, trading, investing in, or otherwise participating in the broader cryptocurrency or digital asset markets generally, including owning or transacting in widely traded cryptocurrencies, tokens, or digital assets on Employee's own behalf, so long as such activity does not involve providing services to, or acting on behalf of, a direct competitor of the Company; or
  - b. **Company Clients.** Work or perform services as an employee, agent, independent contractor or otherwise, for any client, customer, supplier or business partner of the Company with whom Employee worked, solicited, marketed or obtained confidential information about during Employee's employment with the Company; or
  - c. **Non-Solicitation.** (i) Solicit, contact, sell to, provide services to, or attempt to divert, take away or induce clients or prospective clients of the Company with whom Employee worked, solicited, marketed, or obtained confidential information about during Employee's employment with the Company, regarding services or products that are competitive with any of the Company's services or products; or (ii) solicit, divert, take away or induce any employee or independent contractor of the Company to leave the employ or service of the Company.

The Company is providing Employee with adequate and valuable consideration to compensate Employee for the reasonable restrictions on Employee's post-employment competitive activities contained within this Agreement. It is understood that the business provided by SRAX Inc. should not be considered competitive in violation of Section 6(a) above, provided that Employee otherwise complies with the terms of this Agreement (including those related to confidentiality and non-solicitation). Employee hereby acknowledges that Employee's employment with the Company, and the benefits associated with that, the Employee's stock option grant and access to certain of the Company's proprietary information and goodwill, constitute adequate and sufficient consideration for the restrictive covenants in this Agreement. Employee agrees that the restrictions set forth in this Agreement are reasonable considering Employee's position.

If any of the above restrictions are deemed by a court of competent jurisdiction to be unreasonable in duration or in geographical scope, it will be considered modified and valid for such duration and geographical scope as the court determines to be reasonable under the circumstances. The duration of the above restrictions will be extended beyond the twelve (12) month period for a period equal to the duration of any breach or default of such covenant by Employee. Upon terminating employment with the Company (for whatever reason), Employee has an affirmative obligation to inform any prospective employer and/or actual employer, of Employee's post-employment obligations contained within this Agreement including Employee's non-competition and non-solicitation obligations.

7. **Intellectual Property.** Employee agrees that all rights, title and interest of every kind and nature whatsoever, whether now known or unknown, in and to any "Intellectual Property," defined to include, but not be limited to, any patent rights, trademarks, copyrights, ideas, creations and properties invented, created, written, developed, furnished, produced or disclosed by Employee in the course of rendering his/her services to the Company (both before the execution of this Agreement and thereafter) shall, as between the Parties, be and remain the sole and exclusive property of the Company for any and all purposes and uses whatsoever, and Employee shall have no right, title or interest of any kind or nature therein or thereto, or in and to any results and proceeds there from. Employee agrees to assign, and hereby expressly and irrevocably assigns, to the Company all worldwide rights, title and interest, in perpetuity, in respect of any and all rights Employee may have or acquire in the Intellectual Property. The assignment of the rights as above shall not lapse if the Company has not exercised its rights under the assignment for any period of time or in any jurisdiction or territory. The preceding sentence does not apply to an invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on the Employee's own time, and which (1) does not relate (a) directly to the business of the Company or (b) to the Company's actual or demonstrably anticipated research or development, and (2) does not result from any work performed by Employee for the Company. To the extent any rights, title and interest in and to Intellectual Property rights can be neither assigned nor so licensed by Employee to the Company, Employee hereby irrevocably waives and agrees never to assert such non-assignable and non-licensable rights, title and interest against the Company, any of the Company's successors in interest, and the customers and licensees of either. Further, Employee agrees to waive, and hereby waives, any "moral rights" Employee may have or may obtain in the Intellectual Property. Employee further agrees to assist the Company in every proper way to apply for, obtain, perfect and enforce rights in the Intellectual Property in any and all countries, and to that end Employee will execute all documents for use in applying for, obtaining and perfecting such rights and enforcing same, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. Employee appoints the Company as its attorney in fact to execute any documents necessary to achieve such results. To the maximum extent possible, the Company shall be shown in all documentation as the owner of all rights in the Intellectual Property.

Notwithstanding anything to the contrary in this Section 7, the Parties acknowledge and agree that any intellectual property, inventions, works of authorship, developments, improvements, confidential information, or other proprietary rights (collectively, "Outside IP") that Employee creates, develops, or contributes to solely in the course of Employee's service as a director, officer, advisor, consultant, or employee of any other board, company, or entity that is expressly disclosed to and approved by the Company pursuant to this Agreement (each, an "Approved Outside Activity") shall not be deemed "Intellectual Property" under this Agreement and shall not be owned by, assigned to, or claimed by the Company. For clarity, the Company hereby disclaims any right, title, or interest in such Outside IP, and Employee shall have no obligation to assign such Outside IP to the Company. Employee agrees not to incorporate any Outside IP into any Company intellectual property.

8. **Nondisclosure of Confidential Information.** Employee shall keep confidential and not disclose to anyone or use, either during or after Employee's employment with the Company, any Confidential Information of the Company, except as required by Employee's employment with the Company or as expressly authorized in writing by the Company. For the purposes of this Agreement, "Confidential Information" is any and all sensitive, confidential, proprietary and trade secret information concerning or relating to the Company and its direct and indirect parents, subsidiaries and/or affiliated organizations, including any information or compilation of information which derives independent economic value from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. Examples of Confidential Information not to be disclosed or used except as expressly permitted by the Company include, but are not limited to, the following:
- a. All patterns, compilations, programs, know how; designs, processes or formulae; software; market or sales information or plans, devices, methods, concepts, techniques, processes, source codes, data capture innovations, algorithms, user interface designs and database designs relating to the Company's products, services, systems or business;
  - b. Information acquired or compiled by the Company concerning actual or potential clients/customers, suppliers and business partners, including their identities, financial information concerning their actual or prospective business operations, identity and quantity of services and/or products provided by the Company, and any unpublished written materials furnished by or about them to the Company; and
  - c. Information concerning the Company's ownership, management, financial condition, financial operations, business activities or practices, sales activities, marketing activities or plans, research and development, pricing practices, legal matters, and strategic business plans.

Employee acknowledges that the Company shall at all times be and remain the owner of all Confidential Information disclosed to/acquired by Employee during Employee's employment with the Company, and Employee acknowledges that Employee may use the Confidential Information only for the limited purposes for which it was disclosed under this Agreement. Employee shall use his/her best efforts to preserve the confidentiality of such Confidential Information which he/she knows or reasonably should know the Company deems to be Confidential Information. Employee agrees that he/she will not knowingly use, disclose or permit the use or disclosure of the Company's Confidential Information. The obligations of this Section shall continue in full force and effect after the termination of this Agreement and the termination of Employee's employment with the Company. As used in this Section 8, the "Company" shall include the Company and each of its direct and indirect parent, subsidiary and affiliated organizations on a collective basis.

9. **Use, Removal, and Return of the Company's Property.** Employee shall not use, duplicate, disseminate or remove from the Company's premises any information contained in any records, documents, data, or other tangible items of the Company in original, duplicate or copied form, except as needed in the ordinary course of performing his/her employment duties for and subject to the approval by the Company. Employee shall immediately deliver to the Company, upon termination of Employee's employment with the Company, or at any other time upon the Company's request, any records, documents, data, and other tangible items in Employee's possession or control belonging to or relating to the products, services, systems or business of the Company. Employee will not retain any copies or reproductions of records, documents, data or other tangible items of the Company or any of its direct or indirect parent, subsidiary or affiliated organizations.
10. **Termination by Company for Cause.** The Company may terminate Employee's employment for "Cause" at any time, without notice. For purposes of this Agreement, the term "Cause" shall mean any of the following:
- Employee engages in willful misconduct or fails to follow the reasonable and lawful instructions of the Board of Directors, if such conduct is not cured within thirty (30) calendar days after the Company sends notice to the Employee of the alleged Cause,
  - Employee embezzles or misappropriates assets of the Company or any of its subsidiaries;
  - Employee's violation of Employee's obligations in this Agreement, if such conduct is not cured within thirty (30) calendar days after the Company sends written notice to the Employee of the alleged Cause;
  - Breach of any agreement between Employee and the Company or to which the Company and Employee are parties, or a breach by Employee of a fiduciary duty or responsibility to the Company;
  - The commission by Employee of fraud or other willful conduct that adversely affects the business or reputation of the Company, as determined in the Company's sole discretion; or;
  - The Company has a reasonable belief Employee engaged in some form of harassment or other improper conduct prohibited by the Company policy or the law.

In the event of a termination for Cause, Employee shall only be entitled to receive payment of base salary, in effect at the time of termination, through Employee's last date of employment and accrued, unused paid time off. Employee will not be entitled to any other payments, salary or bonus. Employee shall have absolutely no right to receive or retain any other payment or compensation whatsoever under this Agreement. The Employee's rights and obligations regarding stock options, restricted stock or other equity incentives owned by Employee shall be determined in accordance with and be governed by the 2024 Plan or other applicable equity plan.

11. **Termination by the Company without Cause.** The Company may terminate Employee's employment without Cause at any time, for any reason, without notice. In the event Employee's employment is terminated by the Company without Cause, Employee shall be entitled to receive payment of base salary, in effect at the time of termination, through Employee's last date of employment and accrued, unused paid time off. In addition, Employee shall be entitled to receive from the Company (a) severance pay in an amount equal to twelve (12) months of Employee's base salary then in effect at the time of termination, less applicable taxes and withholdings; and (b) bonus payment on a pro-rata basis through the date of Employee's termination. The severance pay and bonus payment provided in the preceding sentence is conditioned upon Employee's execution of a full and final release of all claims against the Company and not rescinding or revoking (to the extent permitted under such release) Employee's release, in a form acceptable to the Company within sixty (60) days following the date of termination of employment. The severance pay and bonus payment will be paid to Employee in equal bimonthly installments over a period of 12 (twelve) months (or 24 pay periods), with the first payment on the first payday following Employee's execution of the release and the expiration of any rescission and revocation periods provided in the release and subsequent payments on subsequent paydays; provided, however, if the period during which the release may be reviewed and executed begins in one calendar year and ends in a second calendar year, the severance payments, to the extent they qualify as "non-qualified deferred compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), shall begin to be paid in the second calendar year by the last day of such period.
12. **Termination by Employee for Good Reason.** For purposes of this Agreement, "Good Reason" shall include (i) a material diminution in Employee's position, duties, base salary, and responsibilities; or (ii) the Company's notice to Employee that his or her position will be relocated to an office which is greater than 100 miles from Employee's prior office location. In all cases of Good Reason, Employee must have given notice to the Company that an alleged Good Reason event has occurred and the circumstance must remain uncorrected by the Company after the expiration of thirty (30) days after receipt by the Company of such notice. If Employee terminates his or her employment for Good Reason, Employee shall be entitled to receive from the Company payment of base salary, in effect at the time of termination, through Employee's last date of employment and accrued, unused paid time off. In addition, Employee shall be entitled to (a) severance pay in an amount equal to twelve (12) months of Employee's base salary then in effect at the time of termination, less applicable taxes and withholdings; and (b) bonus payment on a pro-rata basis through the date of Employee's termination. The severance pay and bonus payment provided in the preceding sentence is conditioned upon Employee's execution of a full and final release of all claims against the Company, and not rescinding or revoking (to the extent permitted under such release) Employee's release, in a form acceptable to the Company. The severance pay and bonus payment will be paid to the Employee in equal bimonthly installments over a period of 12 (twelve) months (or 24 pay periods) with the first payment on the first payday following Employee's execution of the release and the expiration of any rescission and revocation periods provided in the release and subsequent payments on subsequent paydays; provided, however, if the period during which the release may be reviewed and executed begins in one calendar year and ends in a second calendar year, the severance payments, to the extent they qualify as "non-qualified deferred compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), shall begin to be paid in the second calendar year by the last day of such period.
13. **Termination by Employee without Good Reason.** If Employee terminates his or her employment with the Company without Good Reason, Employee is only entitled to his or her base salary, then in effect at the time of termination, through Employee's last day of employment and accrued, unused paid time off. Employee will not be entitled to any other payments, salary, or bonus.

14. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of Delaware. The venue for any action relating to this Agreement shall be the federal or state courts located in Wilmington, Delaware, to which venue each party hereby submits.
15. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given, when received, if delivered by hand or by telegram, or three (3) working days after deposited, if placed in the mail for delivery by certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the following addresses first written above. Addresses may be changed by written notice given pursuant to this Section; however, any such notice shall not be effective, if mailed, until three (3) working days after depositing in the mails or when actually received, whichever occurs first.
16. **Other Agreements.** This Agreement contains the entire agreement between the Parties concerning terms of employment and supersedes at the effective date hereof any other agreement, written or oral, except the 2024 Plan or other applicable equity plans and the applicable award agreements under such plans.
17. **Section 409A.**
- a. Anything in this Agreement to the contrary notwithstanding, if at the time of Employee's separation from service within the meaning of Section 409A of the Code, the Company determines that Employee is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that Employee becomes entitled to under this Agreement or otherwise on account of Employee's separation from service would be considered deferred compensation otherwise subject to the twenty percent (20%) additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after Employee's separation from service, or (B) Employee's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.
  - b. All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by Employee during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

- c. To the extent that any payment or benefit described in this Agreement constitutes “non-qualified deferred compensation” under Section 409A of the Code, and to the extent that such payment or benefit is payable upon Employee’s termination of employment, then such payments or benefits shall be payable only upon Employee’s “separation from service.” The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).
  - d. The Parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The Parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.
  - e. The Company makes no representation or warranty and shall have no liability to Employee or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, Section 409A of the Code.
18. **Modification and Waiver.** A waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof. Any modification of this Agreement must be in writing and signed by both parties.
19. **Scope of Remedies.** In the event Company or Employee breaches the covenants contained in this Agreement, parties recognize that irreparable injury will result to the other party, that the Company’s or Employee’s traditional remedies at law for damages will be inadequate, and that the Company or employee shall be entitled to injunctive relief ordered by a judicial court of competent jurisdiction to restrain the continuing breach by either party, Employee’s partners, agents, or employees, or any other persons or entities acting for or with Employee. The Company and Employee shall further be entitled to seek remedies in a judicial court of competent jurisdiction for damages, reasonable attorney’s fees, and all other costs and expenses incurred in connection with the enforcement of this Agreement, in addition to any other rights and remedies which the Company may have at law or in equity.
20. **Binding Effect, Assigns, Successors, Etc.** The benefits and obligations of this Agreement shall inure to the successors and assigns of the Company, to any person or entity which purchases substantially all of the assets of the Company, and to any subsidiary, affiliated company, or operating division of the Company. By Employee’s signature below, Employee consents to any assignment of this Agreement to any such acquiror, subsidiary, affiliated company, or operating division. This Agreement is not assignable by Employee.
21. **Savings Clause.** If any provision, portion or aspect of this Agreement is determined to be void, or voidable by any legislative, judicial or administrative action as properly applied to this Agreement, then this Agreement shall be construed to so limit such provision, portion or aspect thereof to render same enforceable to the greatest extent permitted by or in the relevant jurisdiction.
22. **Headings.** The headings of this Agreement are intended solely for convenience and reference, and shall give no effect in the construction or interpretation of this Agreement.

23. **Survival.** The restrictions on Employee's post-employment activities (including Employee's confidentiality obligations and restrictive covenants), and those sections of this Agreement that pertain to interpretation and enforcement of such restrictions, will survive the termination of this Agreement and/or Employee's employment and will remain in full force and effect.
24. **Execution and Delivery.** This Agreement may be executed in counterparts, which taken together shall constitute one agreement binding on all the Parties. Electronically transmitted signatures shall be valid and binding to the same extent as signatures delivered in original. In making proof of this Agreement, it will be necessary to produce only one copy signed (or reproduced from an electronically delivered signature) by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the day and year first written above.

AXE COMPUTE INC.

EMPLOYEE

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

By: /s/ Christopher Miglino  
Christopher Miglino

**AXE COMPUTE INC.  
INDUCEMENT STOCK OPTION AWARD NOTICE**

**Optionee: Christopher Miglino**

You have been awarded a non-qualified option to purchase shares of Common Stock of Axe Compute Inc., a Delaware corporation (the “Company”), as an inducement material to your acceptance of employment with the Company in accordance with Nasdaq Listing Rule 5635(c)(4) (the “Inducement Grant”). The Inducement Grant is subject to the terms and conditions of the Stock Option Agreement attached hereto (together with this Award Notice, the “Agreement”). Capitalized terms not defined herein shall have the meanings specified in the Agreement.

Option: You have been awarded a Non-Qualified Option to purchase from the Company shares of its Common Stock, par value \$0.01 per share (the “Common Stock”), subject to adjustment as provided in Section 6.2 of the Agreement as follows (the “Option”):

<b>Shares Subject to Option</b>
500,000
<b>Exercise Price per Share</b>
\$[ ]

Grant Date: February 9, 2026

Exercise Price: See above, subject to adjustment as provided in Section 6.2 of the Agreement.

Vesting Schedule: Except as otherwise provided in the Agreement or any other written agreement between the Company or any of its subsidiaries and you, the Option shall vest and become exercisable as follows: (i) one-third of the shares subject to the Option on the Grant Date (rounded down to the nearest whole share) shall vest on the one-year anniversary of the Grant Date and (ii) 1/36th of the shares subject to the Option on the Grant Date (in each case rounded down to the nearest whole share except for the final tranche) shall vest following the one-year anniversary of the Grant Date on a monthly basis on each monthly anniversary of the Grant Date, if, and only if, you are, and have been, continuously in Service from the Grant Date through and including the applicable vesting date.

Expiration Date: Except to the extent earlier terminated pursuant to Section 4.2 of the Agreement or earlier exercised pursuant to Section 4.3 of the Agreement, the Option shall terminate at 5:00 p.m., U.S. Eastern time, on the day immediately prior to the ten-year anniversary of the Grant Date.

**AXE COMPUTE INC.**

By: \_\_\_\_\_

Name: Josh Blacher

Title: Chief Financial Officer

Acknowledgment, Acceptance and Agreement:

By signing below and returning this Award Notice to Axe Compute Inc. at the address stated herein, I hereby acknowledge receipt of the Agreement, accept the Option granted to me and agree to be bound by the terms and conditions of this Award Notice and the Agreement.

\_\_\_\_\_  
Optionee

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AXE COMPUTE INC.

**Inducement Stock Option Agreement**

Axe Compute Inc., a Delaware corporation (the "Company"), hereby grants to the individual ("Holder") named in the award notice attached hereto (the "Award Notice") as of the Grant Date, an option to purchase from the Company the number of shares of the Company's common stock, par value \$0.01 per share ("Common Stock"), set forth in the Award Notice at the exercise price per share set forth in the Award Notice (the "Exercise Price") (the "Option"), upon and subject to the terms and conditions set forth below and in the Award Notice.

1. Inducement Option Grant, No Plan, Certain Definitions. This Agreement and the Option granted hereunder are a stand-alone inducement award in accordance with Nasdaq Listing Rule 5635(c)(4) and the Option is not granted under, subject to, governed by and does not reduce the share reserve under the Company's 2024 Equity Incentive Plan (the "Plan"). Nonetheless, certain terms of the Plan are hereby incorporated into this Agreement by this reference, as though fully set forth herein. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Plan (collectively, the "Applicable Plan Provisions").

2. Non-Qualified Option. It is intended that the Option shall not be an incentive stock option as defined in Section 422 of the Code.

3. Option Subject to Acceptance of Agreement. The Option shall be null and void unless Holder shall accept this Agreement by executing the Award Notice in the space provided therefor and returning an original execution copy of the Award Notice to the Company (or electronically accepting this Agreement within the Holder's stock account with the Company's stock administrator according to the procedures then in effect).

4. Time and Manner of Exercise of Option.

4.1. Maximum Term of Option. In no event may the Option be exercised, in whole or in part, after the expiration date set forth in the Award Notice (the "Expiration Date").

4.2. Vesting and Exercise of Option.

(a) Vesting. The Option shall become vested and exercisable in accordance with the vesting schedule set forth in the Award Notice (the "Vesting Schedule") if, and only if, Holder is, and has been, continuously in Service from the Grant Date through and including the applicable vesting date. Notwithstanding the foregoing, in the event Holder's Service is terminated by the Company, any of its subsidiaries or Acquiror (as defined below) without Cause, upon or within one-year following a Change in Control, the Option, to the extent it is then outstanding and unvested, shall become fully vested.

(b) Option Exercisability. The Option shall terminate immediately upon Holder's termination of Service to the extent that it is then unvested and shall be exercisable after Holder's termination of Service to the extent it is then vested only during the applicable time period as determined below and thereafter shall terminate.

(i) Disability. If Holder's Service terminates due to the Disability of Holder, the Option, to the extent unexercised and exercisable for vested shares of Common Stock on the date on which Holder's Service terminated, may be exercised by Holder (or Holder's guardian or legal representative) at any time prior to the expiration of twelve (12) months after the date on which Holder's Service terminated, but in any event no later than the Expiration Date.

(ii) Death. If the Holder's Service terminates because of the death of Holder, the Option, to the extent unexercised and exercisable for vested shares of Common Stock on the date on which Holder's Service terminated, may be exercised by Holder's legal representative or other person who acquired the right to exercise the Option by reason of Holder's death at any time prior to the expiration of twelve (12) months after the date on which the Holder's Service terminated, but in any event no later than the Expiration Date. Holder's Service shall be deemed to have terminated on account of death if Holder dies within three (3) months after Holder's termination of Service.

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- (iii) Termination for Cause. Notwithstanding any other provision of this Agreement to the contrary, if Holder's Service is terminated for Cause or if, following Holder's termination of Service and during any period in which the Option otherwise would remain exercisable, Holder engages in any act that would constitute Cause, the Option shall terminate in its entirety and cease to be exercisable immediately upon such termination of Service or act.
  - (iv) Other Termination of Service. If Holder's Service terminates for any reason, except Disability, death or Cause, the Option, to the extent unexercised and exercisable for vested shares of Common Stock on the date on which Holder's Service terminated, may be exercised by Holder at any time prior to the expiration of twelve (12) months after the date on which Holder's Service terminated, but in any event no later than the Expiration Date. If the Holder's Service is terminated by the Company without Cause prior to the one-year anniversary of the Grant Date, the Option shall immediately vest and become exercisable for a number of shares equal to 1/36th of the shares subject to the Option on the Grant Date multiplied by the number of full months of Service completed from and after the Grant Date through the date of such termination (rounded down to the nearest whole share), as if such vesting had occurred on a monthly basis.
- (d) Definitions. For purposes of the Award Notice and this Agreement, the following terms shall have the following meanings:
- (i) "Cause" shall mean any of the following: (A) Holder engages in willful misconduct or fails to follow the reasonable and lawful instructions of the Board, if such conduct is not cured within thirty (30) calendar days after the Company sends notice to Holder of the alleged Cause; (B) Holder embezzles or misappropriates assets of the Company or any of its subsidiaries; (C) Holder's violation of Holder's obligations in Holder's employment agreement, if such conduct is not cured within thirty (30) calendar days after the Company sends written notice to Holder of the alleged Cause; (D) breach by Holder of any agreement between Holder and the Company or to which the Company and Holder are parties, or a breach by Holder of a fiduciary duty or responsibility to the Company; (E) the commission by Holder of fraud or other willful conduct that adversely affects the business or reputation of the Company, as determined in the Company's sole discretion; or (F) the Company has a reasonable belief Holder engaged in some form of harassment or other improper conduct prohibited by the Company policy or the law.
  - (ii) "Service" means Holder's employment or service with the Company or any of its subsidiaries, whether as an employee, a non-employee member of the Board or an independent contractor. Unless otherwise provided by the Administrator (as defined below), Holder shall not be deemed to have terminated merely because of a change in the capacity in which Holder renders Service or a change in the Company or its subsidiary for which Holder renders Service, provided that there is no interruption or termination of Holder's Service. Furthermore, Holder's Service shall not be deemed to have been interrupted or terminated if Holder takes any military leave, sick leave, or other bona fide leave of absence approved by the Company. However, unless otherwise provided by the Administrator, if any such leave taken by Holder exceeds ninety (90) days, then on the ninety-first (91st) day following the commencement of such leave Holder's Service shall be deemed to have terminated, unless Holder's right to return to Service is guaranteed by statute or contract. Notwithstanding the foregoing, unless otherwise designated by the Company or required by law, an unpaid leave of absence shall not be treated as Service for purposes of determining vesting under this Agreement. Holder's Service shall be deemed to have terminated either upon an actual termination of Service or upon the business entity for which Holder performs Service ceasing to be a subsidiary of the Company. Subject to the foregoing, the Company, in its discretion, shall determine whether Holder's Service has terminated and the effective date of and reason for such termination.
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4.3. Method of Exercise. Subject to the limitations set forth in this Agreement, the Option, to the extent vested, may be exercised by Holder (a) by delivering to the Company an exercise notice in the form prescribed by the Company specifying the number of whole shares of Common Stock to be purchased and by accompanying such notice with payment therefor in full (or by arranging for such payment to the Company's satisfaction) either (i) in cash, or (ii) if permitted by the Company (A) by delivery to the Company (either actual delivery or by attestation procedures established by the Company) of shares of Common Stock having an aggregate Fair Market Value, determined as of the date of exercise, equal to the aggregate purchase price payable pursuant to the Option by reason of such exercise, (B) by authorizing the Company to withhold whole shares of Common Stock which would otherwise be delivered having an aggregate Fair Market Value, determined as of the date of exercise, equal to the amount necessary to satisfy such obligation, (C) except as may be prohibited by applicable law, in cash by a broker-dealer acceptable to the Company to whom Holder has submitted an irrevocable notice of exercise or (iii) by a combination of the foregoing, and (b) by executing such documents as the Company may reasonably request. Any fraction of a share of Common Stock which would be required to pay such purchase price shall be disregarded and the remaining amount due shall be paid in cash by Holder. No share of Common Stock or certificate representing a share of Common Stock shall be issued or delivered until the full purchase price therefor and any withholding taxes thereon, as described in Section 6.1, have been paid.

4.4. Termination of Option. In no event may the Option be exercised after it terminates as set forth in this Section 4.4. The Option shall terminate, to the extent not earlier terminated pursuant to Section 4.2 or exercised pursuant to Section 4.3, on the Expiration Date. Upon the termination of the Option, the Option and all rights hereunder shall immediately become null and void.

5. Transfer Restrictions and Investment Representations.

5.1. Nontransferability of Option. The Option may not be transferred by Holder other than by will or the laws of descent and distribution or pursuant to the designation of one or more beneficiaries on the form prescribed by the Company. Except to the extent permitted by the foregoing sentence, (i) during Holder's lifetime the Option is exercisable only by Holder or Holder's legal representative, guardian or similar person and (ii) the Option may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Option, the Option and all rights hereunder shall immediately become null and void.

5.2. Investment Representation. Holder hereby represents and covenants that (a) any shares of Common Stock purchased upon exercise of the Option will be purchased for investment and not with a view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), unless such purchase has been registered under the Securities Act and any applicable state securities laws; (b) any subsequent sale of any such shares shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws; and (c) if requested by the Company, Holder shall submit a written statement, in a form satisfactory to the Company, to the effect that such representation (x) is true and correct as of the date of any purchase of any shares hereunder or (y) is true and correct as of the date of any sale of any such shares, as applicable. As a further condition precedent to any exercise of the Option, Holder shall comply with all regulations and requirements of any regulatory authority having control of or supervision over the issuance or delivery of the shares and, in connection therewith, shall execute any documents which the Board or the Compensation Committee of the Board ("Committee") shall in its sole discretion deem necessary or advisable.

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6. Additional Terms and Conditions.

6.1. Withholding Taxes. (a) As a condition precedent to the issuance of Common Stock following the exercise of the Option, Holder shall, upon request by the Company, pay to the Company in addition to the purchase price of the shares, such amount as the Company may be required, under all applicable federal, state, local or other laws or regulations, to withhold and pay over as income or other withholding taxes (the "Required Tax Payments") with respect to such exercise of the Option. If Holder shall fail to advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount then or thereafter payable by the Company to Holder.

(b) Holder may elect to satisfy his or her obligation to advance the Required Tax Payments by any of the following means: (i) a cash payment to the Company; (ii) if permitted by the Company (A) delivery to the Company (either actual delivery or by attestation procedures established by the Company) of previously owned whole shares of Common Stock having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Required Tax Payments, (B) authorizing the Company to withhold whole shares of Common Stock which would otherwise be delivered to Holder upon exercise of the Option having an aggregate Fair Market Value, determined as of the Tax Date, equal to the Required Tax Payments, (C) except as may be prohibited by applicable law, a cash payment by a broker-dealer acceptable to the Company to whom Holder has submitted an irrevocable notice of exercise or (iii) any combination of (i) and (ii). Shares of Common Stock to be delivered or withheld may not have a Fair Market Value in excess of the minimum amount of the Required Tax Payments (or such higher withholding rate as permitted by the Committee and which does not result in adverse accounting consequences for the Company). Any fraction of a share of Common Stock which would be required to satisfy any such obligation shall be disregarded and the remaining amount due shall be paid in cash by Holder. No share of Common Stock or certificate representing a share of Common Stock shall be issued or delivered until the Required Tax Payments have been satisfied in full.

6.2. Adjustment. In the event of any equity restructuring (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation—Stock Compensation) that causes the per share value of shares of Common Stock to change, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary dividend, the number and class of securities subject to the Option and the Exercise Price shall be equitably adjusted by the Committee, such adjustment to be made in accordance with Section 409A of the Code. In the event of any other change in corporate capitalization, including a merger, consolidation, reorganization, or partial or complete liquidation of the Company, such equitable adjustments described in the foregoing sentence may be made as determined to be appropriate and equitable by the Committee (or, if the Company is not the surviving corporation in any such transaction, the board of directors of the surviving corporation) to prevent dilution or enlargement of rights of participants. The decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

6.3. Change in Control. In the event of a Change in Control, the Option, to the extent outstanding, shall be subject to the definitive agreement entered into by the Company in connection with the Change in Control. Subject to the requirements and limitations of Section 409A, upon the consummation of a Change in Control, the Option shall become immediately vested and exercisable with respect to 100% of the shares subject to the Option.

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6.4. Compliance with Applicable Law. The Option is subject to the condition that if the listing, registration or qualification of the shares subject to the Option upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action is necessary or desirable as a condition of, or in connection with, the purchase or issuance of shares hereunder, the Option may not be exercised, in whole or in part, and such shares may not be issued, unless such listing, registration, qualification, consent, approval or other action shall have been effected or obtained, free of any conditions not acceptable to the Company. The Company agrees to use reasonable efforts to effect or obtain any such listing, registration, qualification, consent, approval or other action.

6.5. Issuance or Delivery of Shares. Upon the exercise of the Option, in whole or in part, the Company shall issue or deliver, subject to the conditions of this Agreement, the number of shares of Common Stock purchased against full payment therefor. Such issuance shall be evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company. The Company shall pay all original issue or transfer taxes and all fees and expenses incident to such issuance, except as otherwise provided in Section 6.1.

6.6. Option Confers No Rights as Stockholder. Holder shall not be entitled to any privileges of ownership with respect to shares of Common Stock subject to the Option unless and until such shares are purchased and issued upon the exercise of the Option, in whole or in part, and Holder becomes a stockholder of record with respect to such issued shares. Holder shall not be considered a stockholder of the Company with respect to any such shares not so purchased and issued.

6.7. Option Confers No Rights to Continued Service. In no event shall the granting of the Option or its acceptance by Holder, or any provision of this Agreement, give or be deemed to give Holder any right to continued Service by the Company, any subsidiary or any affiliate of the Company or affect in any manner the right of the Company, any subsidiary or any affiliate of the Company to terminate the employment of any person at any time.

6.8. Grant Subject to Board and Committee Administration and Determinations.

(a) The Board and the Committee shall have full power and express discretionary authority to administer and interpret this Agreement, to make factual determinations and to adopt or amend such rules, regulations, agreements and instruments for implementing the Agreement and for the conduct of its business as it deems necessary or advisable, in its sole discretion. The Committee's interpretation of the Agreement and all determinations made by the Committee pursuant to the powers vested in it hereunder shall be conclusive and binding on Holder. All powers of the Committee shall be executed in its sole discretion, in the best interest of the Company not as a fiduciary, and in keeping with the objectives of this Agreement and need not be uniform as to similarly situated individuals.

(b) The grant and exercise of the Option are subject to interpretations, regulations and determinations established from time to time by the Committee, including, but not limited to, provisions pertaining to (i) rights and obligations with respect to any applicable withholding taxes, (ii) the registration, qualification or listing of the shares issued under the Agreement, (iii) changes in capitalization of the Company and (iv) other requirements of applicable law.

6.9. Successors. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon the death of Holder, acquire any rights hereunder in accordance with this Agreement.

6.10. Notices. All notices, requests or other communications provided for in this Agreement shall be made, if to the Company, to Axe Compute Inc., Attn: Chief Financial Officer, 91 43<sup>rd</sup> Street, Suite 110, Pittsburgh, PA 15201, and if to Holder, to the last known mailing address of Holder contained in the records of the Company. All notices, requests or other communications provided for in this Agreement shall be made in writing either (a) by personal delivery, (b) by facsimile or electronic mail with confirmation of receipt, (c) by mailing in the United States mails or (d) by express courier service. The notice, request or other communication shall be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or upon receipt by the party entitled thereto if by United States mail or express courier service; provided, however, that if a notice, request or other communication sent to the Company is not received during regular business hours, it shall be deemed to be received on the next succeeding business day of the Company.

6.11. Governing Law. This Agreement, the Option and all determinations made and actions taken pursuant hereto and thereto, to the extent not governed by the Code or the laws of the United States, shall be governed by the laws of the State of Delaware and construed in accordance therewith without giving effect to principles of conflicts of laws.

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6.12. Entire Agreement. This Agreement and the Applicable Plan Provisions constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Holder with respect to the subject matter hereof and may not be modified adversely to the Holder's interest except by means of a writing signed by the Company and the Holder.

6.13. Partial Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.14. Amendment and Waiver. The provisions of this Agreement may be amended or waived only by the written agreement of the Company and the Holder, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

6.15. Counterparts. The Award Notice may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

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## **Axe Compute Appoints Christopher Miglino as Chief Executive Officer, Ushering in a New Era of Decentralized Compute**

PITTSBURGH, Feb. 09, 2026 (GLOBE NEWSWIRE) -- Axe Compute (or the “Company”) (Nasdaq: AGPU) today announced the appointment of Christopher Miglino as Chief Executive Officer, marking a pivotal development in the company’s commitment to decentralized compute and digital infrastructure, operating at the intersection of blockchain, AI, and capital markets.

Mr. Miglino transitions into the CEO role following his involvement in the structuring of Axe Compute’s digital asset treasury and the transaction resulting in the Company’s entry to the AI Compute market. His appointment reflects AGPU’s commitment to growing its compute platform. The Company plans to develop an institutionalized platform, supporting decentralized GPU compute and infrastructure-backed yield within the public markets.

Under Mr. Miglino’s leadership, AGPU plans to scale its decentralized compute business, with the aim of expanding its infrastructure footprint, treasury strategy, and operational capabilities. The Company aims to pursue growth while remaining aligned with the broader thesis of a decentralized, permissionless future.

“As the worlds of AI, decentralized infrastructure, and capital markets converge, AGPU intends to be positioned to serve as a bridge between evolving technologies and public market access,” said Mr. Miglino. “I would like to thank Raymond Vennare for his help in transitioning the company to this point. This transition represents an evolution of our mission to bring institutional discipline, transparency, and scale to emerging technologies expected to enable global AI infrastructure.”

“It has been deeply gratifying to lead our team through this strategic transition from Predictive Oncology to Axe Compute,” stated Mr. Vennare. “Together, we have built a strong foundation of innovation and execution, positioning Axe Compute as a leading provider of decentralized, enterprise-grade AI infrastructure that can address surging global demand. I am incredibly proud of what we have accomplished and confident the company will continue to thrive. Axe Compute is well positioned for tremendous success in the future.”

In his role as CEO, Mr. Miglino will oversee AGPU’s corporate strategy, capital markets initiatives, decentralized compute operations, and long-term growth roadmap. His mandate includes expanding AGPU’s treasury-backed compute strategy, deepening relationships across institutional and decentralized ecosystems, and seeking to position the company as a public-market leader in decentralized infrastructure.

AGPU believes its trajectory reflects growing confidence in decentralized compute as a foundational layer for AI, Web3, and next-generation applications—viewing it as a compelling alternative to centralized infrastructure models while aligning with the long-term vision of a decentralized global economy.

### **Inducement Award**

The compensation committee of the board of directors of the Company approved the grant of inducement awards to Mr. Miglino as a material inducement to his appointment as the Company’s Chief Executive Officer, in accordance with Nasdaq Listing Rule 5635(c)(4).

On February 9, 2026, Mr. Miglino was granted stock options to purchase 500,000 shares of the Company’s common stock (the “Inducement Award”) at an exercise price equal to the closing price of the Company’s common stock on the grant date. The Inducement Award was granted outside of the Company’s 2024 Equity Incentive Plan. One-third of the options will vest on the first anniversary of the grant date with the remaining two-thirds of the options vesting in equal monthly installments over the following twenty-four months, in each case subject to Mr. Miglino’s continued employment with or service to the Company through each applicable vesting date.

### **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](https://axecompute.com) | [investors@axecompute.com](mailto:investors@axecompute.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. 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 the Company's ability to successfully execute its digital asset treasury strategy and the implications for shareholders and the Company's core business, 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 Aethir ecosystem to perform in a manner consistent with projections, and general market, economic, and business conditions, as well as other factors. Forward-looking statements contained in this press release are made as of the date of this press release, and the Company undertake no duty to update such information except as required under applicable law.

**Investor Relations Contact:**

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