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): **September 30, 2025**

Q/C Technologies, Inc.
(Exact name of Registrant as specified in its charter)

Delaware	**001-36268**	**22-2983783**
(State or other jurisdiction of incorporation)	(Commission File No.)	(IRS Employer Identification No.)

1185 Avenue of the Americas, Suite 249 New York, NY	**10036**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(856) 848-8698**

(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, par value $0.001 per share	QCLS	The Nasdaq Capital Market

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement

Omnibus Waiver and Amendment

As previously disclosed, on September 2, 2025, Q/C Technologies, Inc. (the "Company") entered into a Securities Purchase Agreement (the "SPA") with certain accredited investors (the "Holders") pursuant to which it agreed to sell to the Holders in a private placement (i) shares of the Company's Series H convertible preferred stock, par value $0.001 per share, with a stated value of $1,000 per share (the "Preferred Stock"), and (ii) certain warrants (the "Warrants") to purchase shares of the Company's common stock, par value $0.001 per share ("Common Stock"), subject to adjustment (collectively, the "Private Placement"). The terms of the Preferred Stock are set forth in the Certificate of Designations filed with the Secretary of State of the State of Delaware (the "Secretary of State") on September 3, 2025 (as amended, the "Certificate of Designations"). The Private Placement closed on September 4, 2025 (the "Closing Date").

In connection with the Private Placement, the Company and the Holders entered into that certain Registration Rights Agreement, dated as of September 2, 2025 (the "Registration Rights Agreement," and, together with the SPA, the Certificate of Designations, and the Warrants, the "Transaction Documents"), pursuant to which, the Company agreed to, among other things, prepare and file with the Securities and Exchange Commission (the "SEC") a registration statement (the "Registration Statement") covering the resale of all of the Registrable Securities (as defined in the Registration Rights Agreement) prior to the applicable Filing Deadline (as defined in the Registration Rights Agreement).

On September 30, 2025, the Company entered into an Omnibus Waiver and Amendment (the "Amendment") with the Required Holders (as defined in the Certificate of Designations). Pursuant to the Amendment, the Required Holders agreed (A) to amend (i) the Certificate of Designations, as described below, by filing a Certificate of Amendment ("Certificate of Amendment") to the Certificate of Designations with the Secretary of State, (ii) the SPA to amend the definition of "Excluded Securities" such that the definition includes the issuance of Common Stock issued after the date of the SPA pursuant to an Approved Stock Plan (as defined in the SPA) which in the aggregate does not exceed more than 15.0% of the sum of (x) shares of Common Stock issued and outstanding as of the date of the SPA, and (y) the shares of Common Stock issuable upon conversion of certain of the Company's outstanding shares of preferred stock (the "Excluded Securities Modification"), and (iii) the Registration Rights Agreement such that the

Registration Statement is required to be filed with the SEC by the date that is 30 calendar days following the Closing Date and (B) waive (i) any prohibitions or limitations under the Transaction Documents in connection with the issuance by the Company of certain warrants to purchase Common Stock to certain current and future consultants of the Company, (ii) any prohibitions or limitations under the Transaction Documents in connection with the registration of certain securities of the Company, and (iii) any failure by the Company to file the Registration Statement by the Filing Deadline.

The Certificate of Amendment amends the Certificate of Designations to amend the definition of "Excluded Securities" substantially similar to the Excluded Securities Modification. On October 3, 2025, the Company filed the Certificate of Amendment with the Secretary of State, thereby amending the Certificate of Designations. The Certificate of Amendment became effective with the Secretary of State upon filing.

The foregoing descriptions of the Amendment and the Certificate of Amendment are qualified in their entirety by reference to the full text of each such document, copies of which are filed as Exhibit 10.1 and Exhibit 3.1, respectively, to this Current Report on Form 8-K and are incorporated by reference herein.

Consulting Agreement with James Altucher and Z-List Media

On October 1, 2025, the Company entered into a consulting agreement (the "Altucher Consulting Agreement") with James Altucher and Z-List Media, Inc. (collectively, the "Consultants"), pursuant to which, the Consultants agreed to provide certain consulting services to the Company, including fund raising, crypto portfolio management, investor relations, strategic planning, deal flow analysis, introductions to further its business goals, advice related to sector growth initiatives and any other consulting or advisory services which the Company reasonably requests that the Consultants provide to the Company. The Altucher Consulting Agreement has a term of two years unless earlier terminated pursuant to the terms of the Altucher Consulting Agreement or upon the mutual written consent of the Company and the Consultants in accordance with the terms of the Altucher Consulting Agreement.

Pursuant to the Altucher Consulting Agreement, the Company agreed to issue to Z-List Media, Inc. warrants to purchase up to an aggregate of 400,000 shares of Common Stock, consisting of: (i) a warrant to purchase up to 100,000 shares of Common Stock at an exercise price of $5.00 per share (the "First Tranche Warrant"), which were issued on the date of the Altucher Consulting Agreement (such date, the "Effective Date"), (ii) a warrant to purchase up to 100,000 shares of Common Stock at an exercise price of $5.00 per share, which will be issued three months from the Effective Date (the "Second Tranche Warrant"), (iii) a warrant to purchase up to 100,000 shares of Common Stock at an exercise price of $7.50 per share (the "Third Tranche Warrant"), which will be issued nine months from the Effective Date, and (iv) a warrant to purchase up to 100,000 shares of Common Stock at exercise price of $10.00 per share (the "Fourth Tranche Warrant" and together the First Tranche Warrant, the Second Tranche Warrant and the Third Tranche Warrant, the "Consultant Warrants"), which will be issued twelve months from the Effective Date, in each case, with each Consultant Warrant subject to exercisability, forfeiture and such other terms as set forth therein.

The Consultant Warrants and shares of Common Stock issuable upon exercise of such Consultant Warrants were issued pursuant to an exemption from registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the exemption for transactions by an issuer not involving any public offering under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D of the Securities Act and in reliance on similar exemptions under applicable state laws.

The foregoing descriptions of the Altucher Consulting Agreement and the Consultant Warrants do not purport to be complete and are qualified in their entirety by reference to the full texts of the Altucher Consulting Agreement and Form of Consultant Warrant, copies of which are filed as Exhibits 10.2 and 4.1 to this Current Report on Form 8-K, respectively, and incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

The matters described in Item 1.01 of this Current Report on Form 8-K are incorporated herein by reference. In connection with the issuance the Consultant Warrants as described in Item 1.01 on this Current Report on Form 8-K, the Company relied upon the exemption from registration provided by Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder for transactions not involving a public offering.

Item 3.03 Material Modification to Rights of Security Holders

The matters described in Item 1.01 of this Current Report on Form 8-K related to the Preferred Stock and the Certificate of Amendment are incorporated herein by reference.

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

On October 3, 2025 (the "Grant Date"), the Board of Directors (the "Board") of the Company approved a grant to each of Joshua Silverman, the Company's Executive Chairman, Christopher Schriber, a director of the Company, Bill White, a director of the Company, Stephen Friscia, a director of the Company, Mitchell Glass, the Company's Chief Medical Officer and director of the Company, and Gary Rauch, the Company's Vice President of Finance, of an aggregate of 200,000 restricted stock units ("RSUs") consisting of: (i) 8,644 RSUs, 2,161 RSUs, 2,161 RUSs, 2,161 RUSs, 1,080 RSUs and 1,080 RSUs, respectively (the "Initial Grants"), which Initial Grants were issued andvested in full on the Grant Date, and (ii) 91,356 RSUs, 22,839 RSUs, 22,839 RSUs, 22,839 RSUs, 11,420 RSUs and 11,420 RSUs, respectively (the "Additional Grants"), which Additional Grants will be issued and will fully vest upon receipt of stockholder approval of an increase in the shares reserved and available under the Company's Q/C Technologies, Inc. 2021 Equity Incentive Plan (as amended, the "Plan"). The Initial RSUs and Additional RSUs were granted pursuant to the Plan.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
3.1	Certificate of Amendment of Certificate of Designations of Series H Convertible Preferred Stock.
4.1	Form of Consulting Warrant.
10.1	Form of Omnibus Waiver and Amendment Agreement, dated as of September 30, 2025, by and among Q/C Technologies, Inc. and the investors party thereto.
10.2	Consulting Services Agreement, dated as of October 1, 2025, by and between the Company, James Altucher and Z-List Media, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

Q/C TECHNOLOGIES, INC.

Date: October 3, 2025

By: */s/ Joshua Silverman*
Name: Joshua Silverman
Title: Executive Chairman

Exhibit 3.1

CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF DESIGNATIONS OF
SERIES H CONVERTIBLE PREFERRED STOCK OF
Q/C TECHNOLOGIES, INC.

PURSUANT TO SECTION 242 OF THE
DELAWARE GENERAL CORPORATION LAW

This Certificate of Amendment to the Certificate of Designations of Series H Convertible Preferred Stock (the "**Amendment**") is dated as of October 3, 2025.

WHEREAS, the board of directors (the "**Board**") of Q/C Technologies, Inc., a Delaware corporation (the "**Company**"), pursuant to the authority granted to it by the Company's Certificate of Incorporation (as amended, the "**Certificate of Incorporation**") and Section 151(g) of the Delaware General Corporation Law (the "**DGCL**"), has previously fixed the rights, preferences, restrictions and other matters relating to a series of the Company's preferred stock, consisting of 7,000 authorized shares of preferred stock, classified as Series H Convertible Preferred Stock (the "**Preferred Stock**"), and the Certificate of Designations of the Preferred Stock (the "**Certificate of Designations**") was initially filed with the Secretary of State of the State of Delaware on September 3, 2025, evidencing such terms;

WHEREAS, pursuant to Section 32(b) of the Certificate of Designations, the Certificate of Designations or any provision thereof may be amended by obtaining the affirmative vote at a meeting duly called for such purpose, or written consent without a meeting in accordance with the DGCL, of the holders of at least a majority of the outstanding shares of Preferred Stock (the "**Required Holders**"), voting separately as a single class, and with such other stockholder approval, if any, as may then be required pursuant to the DGCL and the Certificate of Incorporation;

WHEREAS, the Required Holders pursuant to the Certificate of Designations have consented, in accordance with the DGCL, on September 30, 2025, to this Amendment on the terms set forth herein; and

WHEREAS, the Board has duly adopted resolutions proposing to adopt this Amendment and declaring this Amendment to be advisable and in the best interest of the Company and its stockholders.

NOW, THEREFORE, this Amendment has been duly adopted in accordance with Section 242 of the DGCL and has been executed by a duly authorized officer of the Company as of the date first set forth above to amend the terms of the Certificate of Designations as follows:

1. Section 33(z) of the Certificate of Designations is hereby amended and restated to read as follows (emphasis added):

(z) "**Excluded Securities**" means (i) shares of Common Stock or standard options to purchase Common Stock issued to directors, officers, employees or other service providers of the Company for services rendered to the Company in their capacity as such pursuant to an Approved Stock Plan (as defined above), provided that (A) all such issuances (taking into account the shares of Common Stock issuable upon exercise of such options) after the Subscription Date pursuant to this clause (i) do not, in the aggregate, exceed more than 15.0% of the sum of (1) the shares of Common Stock issued and outstanding immediately prior to the Subscription Date, (2) all shares of Common Stock issuable upon conversion of the Preferred Shares (assuming for purposes hereof that (x) the Preferred Shares are convertible at the Floor Price, and (y) any such conversion shall not take into account any limitations on the conversion of the Preferred Shares as set forth herein) issued and outstanding as of the Closing Date, (3) all shares of Common Stock issuable upon conversion of the Series G Preferred Stock (assuming for purposes hereof that (x) the shares of Series G Preferred Stock are convertible at the Floor Price (as defined in the Series G Certificate of Designations), and (y) any such conversion shall not take into account any limitations on the conversion of the shares of the Series G Preferred Stock set forth in the Series G Certificate of Designations) issued and outstanding as of the Closing Date and (4) all shares of Common Stock issuable upon conversion of the Company's Series I Convertible Preferred Stock, par value $0.001 per share (the "Series I Preferred Stock") equal to the Maximum Issuance (as defined in the Certificate of Designations of the Series I Preferred Stock) as of the Closing Date, and (B) the exercise price of any such options is not lowered, none of such options are amended to increase the number of shares issuable thereunder and none of the terms or conditions of any such options are otherwise materially changed in any manner that adversely affects any of the Buyers (as defined in the Securities Purchase Agreement); (ii) shares of Common Stock issued upon the conversion or exercise of Convertible Securities (other than standard options to purchase Common Stock issued pursuant to an Approved Stock Plan that are covered by clause (i) above) issued prior to the Subscription Date, provided that the conversion price of any such Convertible Securities (other than standard options to purchase Common Stock issued pursuant to an Approved Stock Plan that are covered by clause (i) above) is not lowered (other than in accordance with the terms thereof in effect as of the Subscription Date) from the conversion price in effect as of the Subscription Date (whether pursuant to the terms of such Convertible Securities or otherwise), none of such Convertible Securities (other than standard options to purchase Common Stock issued pursuant to an Approved Stock Plan that are covered by clause (i) above) are amended to increase the number of shares issuable thereunder and none of the terms or conditions of any such Convertible Securities (other than standard options to purchase Common Stock issued pursuant to an Approved Stock Plan that are covered by clause (i) above) are otherwise materially changed in any manner that adversely affects any of the Buyers; (iii) the shares of Common Stock issuable upon conversion of the Preferred Shares or otherwise pursuant to the terms of this Certificate of Designations; provided, that the terms of this Certificate of Designations are not amended, modified or changed on or after the Subscription Date (other than in accordance with the terms thereof, including antidilution adjustments pursuant to the terms thereof in effect as of the Subscription Date), (iv) the shares of Common Stock issuable upon exercise of the Warrants; provided, that the terms of the Warrants are not amended, modified or changed on or after the Subscription Date (other than antidilution adjustments pursuant to the terms thereof in effect as of the Subscription Date); (x) securities issued to the Placement Agents in connection with the transactions pursuant to this Agreement and any securities underlying the securities issued to the Placement Agents, if applicable, and (xi) securities issued pursuant to the Palladium Agreement and any securities underlying the securities issued pursuant to the Palladium Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Company has caused this Amendment to be signed by its duly authorized officer this 3rd day of October, 2025.

Q/C Technologies, Inc.

By: */s/ Joshua Silverman*
Name: Joshua Silverman
Title: Executive Chairman

Exhibit 4.1

FORM OF WARRANT

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

Q/C TECHNOLOGIES, INC.

Warrant To Purchase Shares Of Common Stock

Warrant Shares: 100,000 **Issue Date: October 1, 2025**

This **WARRANT TO PURCHASE SHARES OF COMMON STOCK** (this "Warrant") certifies that, for value received, Z-List Media, Inc. or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the Exercisability Date (as defined herein) and on or prior to 5:00 p.m. (New York City time) on October 1, 2030 (the "Termination Date") but not thereafter, to subscribe for and purchase from Q/C Technologies, Inc., a Delaware corporation (the "Company"), up to 100,000 shares (as subject to adjustment hereunder, the "Warrant Shares") of Common Stock. The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(c).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Consulting Agreement (the "Consulting Agreement"), dated October 1, 2025, by and between the Company, Z-List Media, Inc. and James Altucher. This Warrant is one of the Warrants to Purchase Shares of Common Stock (the "Consulting Warrants") issued pursuant to the Consulting Agreement.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may he made, in whole or in part, at any time or times on or after the Exercisability Date (as defined below) and on or before the Termination Date by delivery to the Company of a duly executed facsimile copy or PDF copy submitted by email (or e-mail attachment) of the Notice of Exercise in the form annexed hereto (the "Notice of Exercise"). Within one (1) Trading Day following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the shares specified in the applicable Notice of Exercise by wire transfer or cashier's check drawn on a United States bank unless the cashless exercise procedure specified in Section 2(d) below is specified in the applicable Notice of Exercise. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Business Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

b) Exercisability Date. The Warrant Shares shall become exercisable on October 1, 2025, provided there has been no breach or alleged breach by the Holder of the terms of the Consulting Agreement. If there has been any breach or alleged breach by the Holder of the terms of the Consulting Agreement prior to the Termination Date, this Warrant shall be forfeited and terminated immediately upon notice of such breach by the Company to the Holder.

c) Exercise Price. The exercise price per share of Common Stock under this Warrant shall be $5.00, subject to adjustment hereunder (the "Exercise Price").

d) Cashless Exercise. Notwithstanding anything contained herein to the contrary (other than in Sections 2(f) and 2(g) below), commencing as of the first (1st) Trading Day after the Effectiveness Deadline (as defined below), if, and only if, at the time of exercise hereof, there is no effective registration statement, or the prospectus contained therein is not available for use, registering for resale by the Holder of all of the Warrant Shares, then the Holder may, in its sole discretion, exercise this Warrant in whole or in part, in lieu of making the cash payment otherwise contemplated to be made to the Company upon such exercise in payment of the Exercise Price, elect instead to receive upon such exercise the "Net Number" of Warrant Shares determined according to the following formula (a "Cashless Exercise"):

$$\text{Net Number} = \frac{(A \times B) - (A \times C)}{B}$$

For purposes of the foregoing formula:

A = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a Cashless Exercise.

B = as applicable: (i) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is (1) both executed and delivered pursuant to Section 2(a) hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 2(a) hereof on a Trading Day prior to the opening of "regular trading hours" (as defined in Rule 600(b)(68) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) at the option of the Holder, either (y) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise or (z) the Bid Price of the Common Stock on the principal Trading Market (as defined below) as reported by Bloomberg L.P. ("Bloomberg") as of the time of the Holder's execution of the applicable Notice of Exercise if such Notice of Exercise is executed during "regular trading hours" on a Trading Day and is delivered within two (2) hours thereafter (including until two (2) hours after the close of "regular trading hours" on a Trading Day) pursuant to Section 2(a) hereof or (iii) the VWAP on the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is both executed and delivered pursuant to Section 2(a) hereof after the close of "regular trading hours" on such Trading Day.

C = the Exercise Price of this Warrant, as adjusted hereunder.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock are then listed or quoted on The New York Stock Exchange, the NYSE American or any tier of The Nasdaq Stock Market (each, a "Trading Market"), the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock are then listed or quoted as reported by Bloomberg (based on a trading day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the Common Stock are listed or quoted on the OTCQB or OTCQX (each as operated by OTC Markets Group, Inc., or any successor market), the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock are not then listed or quoted for trading on the OTCQB or OTCQX Markets and if prices for the Common Stock are then reported in the OTC Pink Market published by OTC Markets Group Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a Common Stock as determined by an independent appraiser selected in good faith by the Board of Directors of the Company and reasonably acceptable to the Holder, the fees and expenses of which shall be paid by the Company.

If Warrant Shares are issued in such a Cashless Exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the Warrant Shares shall take on the registered characteristics of the Warrants being exercised, and the holding period of the Warrants being exercised may be tacked onto the holding period of the Warrant Shares. The Company agrees not to take any position contrary to this Section 2(d).

For purposes of clarity, notwithstanding anything to the contrary contained herein, the Warrant may not be exercised pursuant to a Cashless Exercise at any time on or prior to the Effectiveness Deadline. Further, notwithstanding anything to the contrary contained herein, the Warrant may not be exercised pursuant to a Cashless Exercise at any time during which there is an effective registration statement registering the resale by the Holder of the Warrant Shares.

e) Mechanics of Exercise.

i. Delivery of Warrant Shares Upon Exercise. The Company shall cause the Warrant Shares purchased hereunder to be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's or its designee's balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("DWAC") if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144, and otherwise by physical delivery of a certificate, registered in the Company's share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is the earliest of (i) two (2) Trading Days after the delivery to the Company by the Holder of the Notice of Exercise, (ii) one (1) Trading Day after delivery of the aggregate Exercise Price to the Company and (iii) the number of Trading Days comprising the Standard Settlement Period after the delivery to the Company of the Notice of Exercise (such date, the "Warrant Share Delivery Date"). Notwithstanding the foregoing, the Company shall not be required to cause the applicable Warrant Shares to be transmitted or a certificate or book-entry statement to be physically delivered unless and until the aggregate Exercise Price is received by the Company (other than in the case of a Cashless Exercise). Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares, provided that payment of the aggregate Exercise Price (other than in the case of a Cashless Exercise) is received within one (1) Trading Day following delivery of the Notice of Exercise. If the Company fails for any reason to deliver to the Holder the Warrant Shares subject to a Notice of Exercise by the Warrant Share Delivery Date, other than the Company's failure to receive the aggregate Exercise Price, other than in the case of a Cashless Exercise or any delays caused by the Transfer Agent, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of Warrant Shares subject to such exercise (based on the VWAP of the Common Stock on the date of the applicable Notice of Exercise), $10 per Trading Day (increasing to $20 per Trading Day on the fifth Trading Day after such liquidated damages begin to accrue) for each Trading Day after such Warrant Share Delivery Date until such Warrant Shares are delivered or Holder rescinds such exercise. The Company agrees to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Company's primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Notice of Exercise.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 2(e)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise; provided, however, that the Holder shall be required to return any Warrant Shares or Common Stock subject to any such rescinded exercise notice concurrently with the return to the Holder of the aggregate Exercise Price paid to the Company for such Warrant Shares and the restoration of the Holder's right to acquire such Warrant Shares pursuant to this Warrant (including, issuance of a replacement warrant certificate evidencing such restored right).

iv. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

v. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

vi. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

e) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or

nonconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(e), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Securities and Exchange Commission (the "Commission"), as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within one Trading Day confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% (or, upon election by a Holder prior to the issuance of any Warrants, 9.99%) of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant

f) Trading Market Regulation. The Company shall not issue any shares of Common Stock upon the exercise of this Warrant if the issuance of such shares of Common Stock would exceed the aggregate number of shares of Common Stock which the Company may issue upon exercise or conversion or otherwise pursuant to the terms of the Consulting Warrants without breaching the Company's obligations under the rules or regulations of the Trading Market (the number of shares which may be issued without violating such rules and regulations, the "Exchange Cap"), except that such limitation shall not apply in the event that the Company (A) obtains the approval of its stockholders as required by the applicable rules of the Trading Market for issuances of shares of Common Stock in excess of the Exchange Cap (the "Shareholder Approval") or (B) obtains a written opinion from outside counsel to the Company that such approval is not required, which opinion shall be reasonably satisfactory to the Holder. The Company agrees to seek to obtain the Shareholder Approval in connection with its Annual Meeting of Stockholders to be held in 2025.

Section 3. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues by reclassification of shares of Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification. For the purposes of clarification, the Exercise Price of this Warrant will not be adjusted in the event that the Company or any subsidiary thereof, as applicable, sells or grants any option to purchase, or sell or any grant any right to reprice, or otherwise dispose of or issue (or announce any offer, sale, grant or any option to purchase or other disposition) any Common Stock or Common Stock Equivalents, at an effective price per share less than the Exercise Price then in effect.

b) Fundamental Transaction. In case of any reclassification of the Common Stock (other than in a transaction to which Section 3(a) applies), any consolidation of the Company with, or merger of the Company into, any other entity, any merger of another entity into the Company (other than a merger that does not result in any reclassification, conversion, exchange or cancellation of outstanding Common Shares of the Company), then lawful provision shall be made as part of the terms of such transaction whereby the Holder of this Warrant then outstanding shall have the right thereafter, during the period this Warrant shall be exercisable, to exercise this Warrant only for the kind and amount of securities, cash and other property receivable upon the reclassification, consolidation, merger, sale, transfer or share exchange by a holder of the number of Common Shares of the Company into which this Warrant might have been able to exercise for immediately prior to the reclassification, consolidation, merger, sale, transfer or share exchange assuming that such holder of Common Shares failed to exercise rights of election, if any, as to the kind or amount of securities, cash or other property receivable upon consummation of such transaction subject to adjustment as provided in Section 3(a) above following the date of consummation of such transaction. The provisions of this Section 3(b) shall similarly apply to successive reclassifications, consolidations, mergers, sales, transfers or share exchanges.

c) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

d) Notice to Holder.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by facsimile or email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company (and all of its Subsidiaries, taken as a whole) is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by facsimile or email to the Holder at its last facsimile number or email address as it shall appear upon the Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided in this Warrant constitutes, or contains, as reasonably determined by the Company, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K, The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein. Notwithstanding the foregoing, no notice need be given to the Holder if the Company makes a public announcement of the applicable event via nationally distributed press release or via a publicly available and legally compliant filing with the Commission.

Section 4. Transfer of Warrant.

a) Transferability. Prior to the vesting in full of the Warrant Shares pursuant to the terms and conditions of this Warrant, this Warrant and all rights hereunder are non-transferable without the written consent of the Company. Upon the vesting in full of the Warrant Shares pursuant to the terms and conditions of this Warrant and subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d), this Warrant and all rights hereunder are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. This Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the initial issuance date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by or on behalf of the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Representation by Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

Section 5. Reserved.

Section 6. Miscellaneous.

a) No Rights as Stockholder Until Exercise; No Settlement in Cash. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(e)(i), except as expressly set forth in Section 3. Without limiting any rights of a Holder to receive Warrant Shares on a "Cashless Exercise" pursuant to Section 2(d), in no event shall the Company be required to net cash settle an exercise of this Warrant.

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

d) Authorized Shares.

i. The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

ii. Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such reasonable action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

iii. Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents therein, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Governing Law; Venue. This Warrant shall be deemed to have been executed and delivered in New York and both this Warrant and the transactions contemplated hereby shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws of the State of New York applicable to agreements wholly performed within the borders of such state and without regard to the conflicts of laws principals thereof (other than Section 5-1401 of The New York General Obligations Law). Each of the Holder and the Company: (a) agrees that any legal suit, action or proceeding arising out of or relating to this Warrant and/or the transactions contemplated hereby shall be instituted exclusively in the Supreme Court of the State of New York, New York County, or in the United States District Court for the Southern District of New York, (b) waives any objection which it may have or hereafter to the venue of any such suit, action or proceeding, and (c) irrevocably consents to the jurisdiction of Supreme Court of the State of New York, New York County, or in the United States District Court for the Southern District of New York in any such suit, action or proceeding. Each of the Holder and the Company further agrees to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in the Supreme Court of the State of New York, New York County, or in the United States District Court for the Southern District of New York and agrees that service of process upon the Company mailed by certified mail to the Company's address or delivered by Federal Express via overnight delivery shall be deemed in every respect effective service of process upon the Company, in any such suit, action or proceeding, and service of process upon the Holder mailed by certified mail to the Holder's address or delivered by Federal Express via overnight delivery shall be deemed in every respect effective service process upon the Holder, in any such suit, action or proceeding. THE HOLDER (ON BEHALF OF ITSELF, ITS SUBSIDIARIES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF ITS RESPECTIVE EQUITY HOLDERS AND CREDITORS) HEREBY WAIVES ANY RIGHT HOLDER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED UPON, ARISING OUT OF OR IN CONNECTION WITH THIS WARRANT AND THE TRANSACTIONS CONTEMPLATED BY THIS WARRANT.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies. Without limiting any other provision of this Warrant, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any and all notices or other communications or deliveries to be provided hereunder shall be made in accordance with the Consulting Agreement.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including to seek recovery of damages, will be entitled to seek specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company, on the one hand, and the Holder of this Warrant, on the other hand.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

****

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

Q/C TECHNOLOGIES, INC.

By:
Name: Joshua Silverman
Title: Executive Chairman

NOTICE OF EXERCISE

TO: **Q/C TECHNOLOGIES, INC.**

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

[ ] in lawful money of the United States; or

[ ] if permitted the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in subsection 2(d), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in subsection 2(d).

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

The Warrant Shares shall be delivered to the following DWAC Account Number:

_____

_____

_____

[SIGNATURE OF HOLDER]

Name of Investing Entity:_____

_____

Signature of Authorized Signatory of Investing Entity:

_____

Name of Authorized Signatory:

_____

Title of Authorized Signatory:

Date:_____

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)

Address: _____
(Please Print)

Phone Number: _____

Email Address: _____

Dated:_____

Holder's Signature:_____

Holder's Address:_____

Exhibit 10.1

OMNIBUS WAIVER AND AMENDMENT

This Omnibus Waiver and Amendment (this "Agreement"), dated as of September 30, 2025, is by and among Q/C Technologies, Inc., a Delaware corporation (the "Company"), and the investor listed on the signature page attached hereto (the "Investor").

WITNESSETH

WHEREAS, the Company and the Investor are party to that certain Securities Purchase Agreement, dated as of September 2, 2025 (the "Purchase Agreement"), pursuant to which the Company issued to the Investor in a private placement (the "Private Placement") shares of the Company's H Convertible Preferred Stock, par value $0.001 per share (the "Preferred Stock"), the terms of which are set forth in the Certificate of Designations for the Series H Convertible Preferred Stock (as amended, the "Certificate of Designations"), and warrants (the "Warrants") to purchase shares of the Company's common stock, par value $0.001 per share (the "Common Stock");

WHEREAS, in connection with the Private Placement, the Company and the Investor entered into that certain Registration Rights Agreement, dated as of September 2, 2025 (the "Registration Rights Agreement," and, together with the Purchase Agreement, the Certificate of Designations, and the Warrants, the "Transaction Documents"), pursuant to which, the Company agreed to, among other things, prepare and file with the Securities and Exchange Commission (the "SEC") a registration statement (the "Resale Registration Statement") covering the resale of all of the Registrable Securities (as defined in the Registration Rights Agreement) prior to the applicable Filing Deadline (as defined in the Registration Rights Agreement);

WHEREAS, the Company has not timely filed the Resale Registration Statement, which failure constitutes a Filing Failure (as defined in the Registration Rights Agreement);

WHEREAS, under Section 2(e) of the Registration Rights Agreement, on the date of any Filing Failure, the Company will be obligated pay to each holder of Registrable Securities relating to the Resale Registration Statement an amount in cash equal to two percent (2%) of such holder's respective Purchase Price (as defined in the Purchase Agreement);

WHEREAS, the Company anticipates causing such Resale Registration Statement to be filed with the SEC on September 26, 2025, and the Required Holders (as defined in the Purchase Agreement) desire to waive any rights, remedies or penalties related to the Filing Failure;

WHEREAS, the Company previously entered into that certain Membership Interest Purchase Agreement (the "MIPA"), dated as of September 2, 2025, by and among the Company, LPU Holdings LLC ("LPU") and, solely with respect to certain specified sections thereof, the members of LPU (the "Sellers"), pursuant to which the Company acquired 100% of the membership interests of LPU from the Sellers in consideration for, among other things, the Company issuing newly designated Series I Convertible Preferred Stock, par value $0.001 per share ("Series I Preferred Stock");

WHEREAS, the Company previously entered into that certain Engagement Letter (the "*Palladium Agreement*") with Palladium Capital Group, LLC ("*Palladium*"), pursuant to which the Company engaged Palladium to act as a non-exclusive financial advisor in connection with the MIPA, in consideration for, among other things, the Company issuing to Palladium 15,433 shares of Common Stock (the "Advisory Shares");

WHEREAS, the Company desires to register for resale in the Resale Registration Statement the shares of Common Stock issuable upon conversion of the Series I Preferred Stock (the "Series I Conversion Shares") and the Advisory Shares;

WHEREAS, the Company has engaged, and may in the future engage, certain consultants to provide consulting services to the Company, and the Company desires to issue from time to time warrants of the Company to purchase up to an aggregate of 500,000 shares of Common Stock (the "Consulting Warrants") to such consultants as consideration for such services;

WHEREAS, the Investor, together with certain other investors party to Purchase Agreement and entering into similar Omnibus Waiver and Amendment Agreements of even date hereof, collectively hold at least a majority of the outstanding shares of Preferred Stock and thereby constitute the Required Holders (as defined in each of the Transaction Documents); and

WHEREAS, the Company and the Investor desire to waive and amend certain provisions of the Transaction Documents.

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations hereinafter set forth, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Definitions. Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given such terms in the Certificate of Designations.

2. Amendment to the Certificate of Designations. The parties hereto hereby agree to amend the terms of the Preferred Stock as set forth in the Certificate of Amendment to Certificate of Designations of the Preferred Stock in the form attached hereto as Exhibit A (the "Amendment"). The Company shall promptly file the Amendment with the Secretary of State of the State of Delaware and provide a copy thereof to each Investor promptly after such filing.

3. Amendment to the Purchase Agreement. The parties hereto hereby agree that subsection (1) of clause (i) of the third sentence of Section 4(k) of the Purchase Agreement is hereby amended and restated as follows:

> (1) all such issuances (taking into account the shares of Common Stock issuable upon exercise of such awards) after the date hereof pursuant to this clause (i) do not, in the aggregate, exceed more than 15.0% of the sum of (A) the shares of Common Stock issued and outstanding immediately prior to the date hereof, (B) all shares of Common Stock issuable upon conversion of the Series H Preferred Stock (assuming for purposes hereof that (x) the shares of Series H Preferred Stock are convertible at the Floor Price (as defined in the Certificate of Designations), and (y) any such conversion shall not take into account any limitations on the conversion of the shares of the Series H Preferred Stock set forth in the Certificate of Designations) issued and outstanding as of the Closing Date, (C) all shares of Common Stock issuable upon conversion of the Series G Preferred Stock (assuming for purposes hereof that (x) the shares of Series G Preferred Stock are convertible at the Floor Price (as defined in the Series G Certificate of Designations), and (y) any such conversion shall not take into account any limitations on the conversion of the shares of the Series G Preferred Stock set forth in the Series G Certificate of Designations) issued and outstanding as of the Closing Date and (D) all shares of Common Stock issuable upon conversion of the Company's Series I Convertible Preferred Stock, par value $0.001 per share (the "Series I Preferred Stock") equal to the Maximum Issuance (as defined in the Certificate of Designations of the Series I Preferred Stock) as of the Closing Date and

4. Waiver of the Transaction Documents. The Investor hereby agrees to waive any and all covenants, restrictions, prohibitions, rights or limitations of the Transaction Documents that would otherwise restrict, limit or prohibit the Company from including the Series I Conversion Shares or Advisory Shares for resale in any registration statement or any amendment thereto, including the Resale Registration Statement or any amendment thereto. In addition, the Investor hereby waives any future breach or violation of the Transaction Documents resulting from any such registration.

5. Issuance of Consulting Warrants. The Investor hereby agrees to waive any and all covenants, restrictions, prohibitions, rights or limitations of the Transaction Documents that would have or otherwise will restrict, limit or prohibit the Company from issuing any Consulting Warrants. In addition, the Investor hereby waives any future breach or violation of the Transaction Documents resulting from the issuance of any Consulting Warrants.

6. Amendment to Registration Rights Agreement. The Company and the Investor hereby agree to amend and restate Section 1(e) of the Registration Rights Agreement to read as follows:

> "Filing Deadline" means (i) with respect to the initial Registration Statement required to be filed pursuant to Section 2(a), 30th calendar day after the Closing Date, and (ii) with respect to any additional Registration Statements that may be required to be filed by the Company pursuant to this Agreement, the date on which the Company was required to file such additional Registration Statement pursuant to the terms of this Agreement; provided, that, if such Filing Deadline falls on a day that is not a Trading Day, then the Filing Deadline shall be the next succeeding Trading Day.

7. Waiver of Filing Failure. For the avoidance of doubt, the Investor hereby waives any Filing Failure, including any damages under Section 2(e) of the Registration Rights Agreement that may have accrued prior to the entry by the Company and the Investor into this Agreement. The waiver shall be effective as of the date hereof and shall not apply to any future breach of the Registration Rights Agreement by the Company.

8. Counterparts; Facsimile Execution. This Agreement may be executed in one or more counterparts (including by electronic mail, in PDF or by DocuSign or similar electronic signature), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9. Governing Law. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW SET FORTH IN SECTION 9(A) OF THE PURCHASE AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS.*

10. Terms and Conditions of the Transaction Documents. Except as waived herein, all of the terms and conditions of the Transaction Documents shall remain in full force and effect.

[*Signature pages follow immediately.*]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Agreement as of the date first above written.

Q/C TECHNOLOGIES, INC.

By: _____
Name: Joshua Silverman
Title: Executive Chairman

IN WITNESS WHEREOF, the undersigned has executed and delivered this Agreement as of the date first above written.

Name of Investor:

By: _____
Name of Signatory:
Title:

[*Investor Signature Page to Omnibus Waiver and Amendment*]

Exhibit 10.2

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "***Agreement***") is made effective as October 1, 2025 (the "***Effective Date***"), by and between Q/C Technologies, Inc. (the "***Company***"), Z-List Media, Inc. (the "***Consultant***"), and James Altucher (the "***Service Provider***") (collectively, the Company, the Consultant, and the Service Provider, the "***Parties***" or individually a "***Party***").

WHEREAS, the Consultant, through the Service Provider, provides consulting services on fund raising, and advising companies on business development, corporate strategy, and management; and

WHEREAS, the Parties desire to enter into this Agreement, pursuant to which the Consultant will provide consulting services to the Company, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties, intending to be legally bound, hereby agree as follows:

A. Engagement

The Consultant, through the Service Provider, shall provide the Services defined below in Section C herein for the Company (the "***Engagement***"). In this capacity, the Consultant and the Service Provider agree to devote their best efforts, energy and skill to the full discharge of their duties and responsibilities.

B. Term

1. Term. Services under this Agreement shall commence on the Effective Date and shall continue through the two (2) year anniversary of the Effective Date, unless earlier terminated pursuant to Section B(2) hereof or upon the mutual written consent of the Parties (the "***Term***"). The term of this Agreement shall be extended for additional terms upon mutual written consent.

2. Termination. The Consultant or the Company may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement, if the other party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other party does not cure such breach within 10 calendar days after receipt of written notice of such breach. For purposes of clarity, a material breach shall include, without limitation, the Consultant's and/or the Service Provider's failure to provide the Services contemplated hereunder on a timely and reasonably satisfactory basis. The Company may terminate this Agreement immediately upon written notice to the Consultant if the Service Provider is not the managing member or otherwise in control of the Consultant.

C. Services to be Performed

1. Services. During the Term of this Agreement, the Consultant shall assist the Company in general corporate activities including but not limited to fund raising; crypto portfolio management; investor relations; strategic planning; deal flow analysis; introductions to further its business goals; advice related to sector growth initiatives; and any other consulting or advisory services which the Company reasonably requests that Consultant provide to the Company (the "***Services***"). The Services rendered pursuant to this Agreement shall be rendered to the Executive Chairman of the Board of Directors of the Company. The Services shall be personally performed by the Service Provider and may not be delegated without the express written permission of the Company. The Consultant shall remain liable for all acts of the Service Provider as if the acts of the Service Provider were the acts of the Consultant.

2. Exclusivity of Services. The Parties acknowledge and agree that this Agreement is a non- exclusive engagement for Consultant's services and that the Consultant shall have the right to engage in any other gainful activities and business; *provided, however*, that, during the Term, the Consultant and the Service Provider shall not, directly or indirectly, engage in any activities or business, or engage or participate in or provide services to any business, with respect to or otherwise related to multi-token related to the infrastructure of stablecoins. The Consultant and the Service Provider understand and acknowledge that this obligation is necessary and reasonable to protect legitimate business interests and is provided as further inducement for Company to enter into this Agreement.

D. Compensation for Services

1. Warrants. In consideration for the Services rendered by the Consultant and the Consultant's other obligation under this Agreement, the Company shall issue to the Consultant on the Effective Date warrants to purchase shares of common stock of the Company ("***Common Stock***"), in the amounts as set forth on **Exhibit A** attached hereto and in the form attached hereto as **Exhibit B** (the "***Warrants***"). The Warrants shall be subject to the terms and conditions, including vesting and forfeiture conditions, as set forth therein. The Company shall provide a PDF copy of the executed Warrants upon execution of this Agreement. The Consultant represents that it is not and will not work with any persons and/or entities that have been convicted of or otherwise committed an act or omission constituting any of the "bad actor" events listed in Rule 506(d) (as provided in Rule 506 of Regulation D of the Securities Act of 1933, as amended (the "***Act***")) (a "***Bad Actor***"). The Consultant further represents, warranties and covenants to the Company that (i) the Consultant is an Accredited Investor (as defined under the Act), and is acquiring the Warrants for investment purposes and not with a view towards distribution, (ii) understands and agrees that the Warrants and the shares of Common Stock issuable upon exercise of the Warrants (the "***Warrant Shares***") are "restricted securities" as defined under Rule 144 of the Act and will contain a standard restrictive legend and may only be sold and/or transferred pursuant to an effective registration statement covering the resale of such Warrants and/or Warrant Shares or pursuant to an exemption from the registration requirements of the Act, and (iii) it will not transfer any of the Warrants and/or Warrant Shares to any person and/or entity and no person and/or entity has any direct and/or indirect interest in the Warrants and/or Warrant Shares or in the profits therefrom who is a Bad Actor. Assuming the Consultant has complied with the provisions and requirements of Rule 144 promulgated under the Act, the Company agrees to assist the Consultant to remove the restrictive legend from the Warrant Shares, including, without limitation, (i) authorizing the Company's transfer agent to remove the restrictive legend, (ii) obtaining a legal opinion from the Company's authorized counsel at the Company's expense, and (iii) cooperating and communicating with Consultant, its broker and the transfer agent in order to clear the Warrant Shares of restriction as soon as possible, in each case as further set forth in the Warrants.

2. Entire Compensation. The Consultant and the Service Provider acknowledge that the Warrants constitute the sole and entire compensation and reimbursements payable for the Engagement and the provision of the Services of the Consultant, and the Parties specifically agree that no other compensation, benefits or reimbursements of any other nature shall be paid or payable to the Consultant or the Service Provider as a result of the provision of Services hereunder.

E. Nondisclosure of Confidential and Proprietary Information.

1. Obligation to Maintain Confidentiality. Each of the Consultant and the Service Provider acknowledges that it will have access to and possession of trade secrets, confidential information, and proprietary information (collectively, as defined more extensively below, "***Confidential Information***") of the Company, its parents, subsidiaries, and affiliates and their respective business relations. Each of the Consultant and the Service Provider recognizes and acknowledges that this Confidential Information is valuable, special, and unique to the Company's business, and that access thereto and knowledge thereof are essential to the Consultant's and the Service Provider's performance of Services. During the Term and thereafter, each of the Consultant and the Service Provider will keep secret and will not use or disclose to any person or entity other than the Company, in any fashion or for any purpose whatsoever, any Confidential Information, except at the request of the Company. Each of the Consultant and the Service Provider will use no less than a reasonable standard of care to prevent disclosing to third parties any Confidential Information. This Section shall not preclude the Consultant or the Service Provider from the use or disclosure of any and all information known generally to the public or from disclosure of information required by law or court order, provided

that the Company is reasonably notified of any such disclosure required by law or court order in order for the Company to seek a protective order and after all reasonable remedies for maintaining the Confidential Information in confidence have been examined, is afforded the opportunity, to the extent practicable, to dictate the manner and timing of any such disclosure.

2. Third Party Information. Each of the Consultant and the Service Provider further recognizes that the Company has received and in the future will receive from third parties confidential or proprietary information ("***Third Party Information***") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the Term and thereafter, each of the Consultant and the Service Provider will hold Third Party Information in the strictest confidence and will not disclose Third Party Information to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use Third Party Information, except in connection with the services required under this Agreement for the Company, unless expressly authorized by the Company in writing.

3. Treatment and Ownership of Confidential Information. Each of the Consultant and the Service Provider shall store and maintain all Confidential Information in a secure place. Such material at all times will remain the exclusive property of the Company, unless otherwise agreed to in writing by the Company. Upon termination or expiration of the Term, neither the Consultant nor the Service Provider shall make further use of any Confidential Information.

4. Use of Information of Prior Employers. At no time will the Consultant or the Service Provider improperly use or disclose any Confidential Information or trade secrets, if any, of any former employer or any other person to whom the Consultant or the Service Provider, as applicable, has an obligation of confidentiality, or bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom the Consultant or the Service Provider, as applicable, has an obligation of confidentiality unless consented to in writing by that former employer or person and agreed to by the Company.

5. Defend Trade Secrets Act. Pursuant to the Defend Trade Secrets Act of 2016, the Company hereby provides notice and each of Consultant and Service Provider hereby acknowledges that neither Consultant nor Service Provider may be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Consultant or Service Provider files a lawsuit or other court proceeding against the Company for retaliating against Consultant or Service Provider, as the case may be, for reporting a suspected violation of law, Consultant or Service Provider, as applicable, may disclose the trade secret to the attorney representing Consultant or Service Provider, as applicable, and use the trade secret in the court proceeding, so long as Consultant or Service Provider, as applicable, files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

6. Return of Company Property. Upon any termination of this Agreement, each of the Consultant and Service Provider will deliver to the Company (and will not keep in his possession, recreate or deliver to anyone else) any and all Confidential Information, devices, records, recordings, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, computer materials, equipment, other documents or property, together with all copies thereof (in whatever medium recorded), belonging to the Company, its successors or assigns. Each of the Consultant and Service Provider expressly acknowledges and agrees that any property situated on the Company's premises and owned by the Company (including computer disks and other digital, analog or hard copy storage media, filing cabinets or other work areas) is subject to inspection by Company personnel at any time with or without notice.

F. Intellectual Property. Any know-how, inventions, discoveries, data, information, specifications, sketches, records, reports, proposals, software, charts, designs, or other documents, whether or not of a technical, operational, or economic nature, and any United States and foreign patent applications related thereto, which are or were conceived or developed by the Consultant or the Service Provider, whether individually, or jointly with any Company employee, and arising out of the services provided to the Company or out of exposure to Confidential Information, are hereby assigned, and shall be assigned, to the Company, and shall be the sole property of the Company. Each of the Consultant and the Service Provider agrees to promptly notify the Company of any patentable inventions which are conceived or reduced to practice by or for the Consultant or the Service Provider, as the case may be, in connection with the services to the Company provided by either the Consultant or the Service Provider, as applicable. Each of the Consultant and the Service Provider shall perform such acts and execute such assignments, papers, agreements and instruments as are necessary to vest, ensure and perfect the Company's rights and title therein. Except as otherwise provided herein, each of the Consultant and the Service Provider further agrees that all reports, information, data and documents developed or generated during the Consultant's or the Service Provider's services (including any Confidential Information) shall be deemed works made for hire for the Company and shall be owned solely, exclusively and entirely by the Company and shall be usable by the Company for any purpose. As to any such materials subject to the protection of the Copyright Act of 1976 (including any of same which are not deemed works made for hire for any reason), each of the Consultant and the Service Provider agrees that all rights to copyright and reproduction shall be the property of the Company, and each of the Consultant and the Service Provider shall execute any and all such assignments, papers, agreements and instruments as are necessary to vest, ensure and perfect the Company's title and copyright therein. Notwithstanding the foregoing, this Section does not apply to any invention for which no equipment, supplies, facilities, or trade secret information of the Company was used and which was developed entirely on the Consultant's or the Service Provider's own time, unless (i) the invention relates to the business of the Company or the Company's actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by the Consultant or the Service Provider for the Company. Each of Consultant and Service Provider has attached hereto, as an exhibit, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by Consultant and Service Provider, as the case may be, prior to Consultant's or Service Provider's service (collectively referred to as "***Prior Inventions***"), which belong to Consultant or Service Provider, as the case may be, which relate to the Company's business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, each of Consultant and Service Provider represents that there are no such Prior Inventions.

G. Legal and Equitable Remedies. Because the Consultant's and the Service Provider's services are personal and unique and because the Consultant and the Service Provider have and will continue to have access to, and become acquainted with, Confidential Information, each of the Consultant and the Service Provider expressly acknowledges and agrees that (1) a breach or threatened breach of any of Sections E or F by the Consultant or the Service Provider would result in irreparable harm for which money damages would be an inadequate remedy, and (2) the Company will have the right to enforce Sections E and F and any of their provisions by injunction, restrainingorder, specific performance or other injunction relief, without posting a bond or other security, and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement. The Company's remedies under this Section G are not exclusive and shall not prejudice or prohibit any other rights or remedies under this Agreement or otherwise.

H. Indemnification

1. The Consultant and Service Provider shall not be liable to the Company or their subsidiaries or affiliates for any loss, liability, damage or expense (collectively, a "***Loss***") arising out of or in connection with the performance of services contemplated by this Agreement, unless such Loss shall be proven to result directly from gross negligence, willful misconduct or bad faith on the part of the Consultant or Service Provider. In no event will any of the parties hereto be liable to any other party hereto for any indirect, special, incidental or consequential damages, including lost profits or savings, whether or not such damages are foreseeable, or in respect of any liabilities relating to any third party claims (whether based in contract, tort or otherwise) other than for the Claims (as defined below) relating to the Services which may be provided by Consultant or Service Provider hereunder. The Company and its subsidiaries shall defend, indemnify and hold harmless Consultant and Service Provider from and against any and all Losses arising from any claim by any person with respect to, or in any way related to, this Agreement (including attorneys' fees) (collectively, "***Claims***") resulting from any act

or omission of either of the Company other than for Claims which are a result of gross negligence, bad faith or willful misconduct by the Consultant or Service Provider. The Company and its subsidiaries shall defend at its own cost and expense any and all suits or actions (just or unjust) which may be brought against the Company or its subsidiaries and the Consultant (or Service Provider) or in which the Consultant (or Service Provider) may be included with others upon any Claims, or upon any matter, directly or indirectly, related to or arising out of this Agreement or the performance hereof by the Consultant or Service Provider, except that if such damage is the result of gross negligence, bad faith or willful misconduct by the Consultant or Service Provider then the Consultant or Service Provider, as applicable, shall reimburse the Company and their subsidiaries for the reasonable costs of defense and other costs incurred by the Company and its subsidiaries (including any losses as a result of such actions).

2. The Parties further agree that they shall not, without the prior written consent of the otherParty, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which defense and/or indemnification may be sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Party seeking defense and/or indemnity from all liability arising out of such claim, action, suit or proceeding.

3. The Party seeking defense or indemnification hereunder shall: (i) promptly notify the other Party of the matter for which defense or indemnification is sought; (ii) subject to the immediately preceding sentence of this paragraph, provide the other Party with sole control over the defense and/or settlement thereof, including but not limited to the selection of counsel; and (iii) at the request of the Party providing defense and/or indemnification, fully cooperate in the provision of full and complete information and reasonable assistance with respect to the defense of such matter.

I. Survival

The obligations of the Parties pursuant to Sections E,F, and H shall survive the Termination of this Agreement, regardless of the reason for such Termination, along with any and all other provisions that expressly provide for survival of Termination.

J. Relationship of the Parties; Independent Contractor Status

The Parties agree that the relationship created by this Engagement is one of an independent contractor. The Parties further agree that the Consultant and the Service Provider, are not and shall not be considered employees of the Company and are not and shall not be entitled to any of the rights and/or benefits that the Company provides for the Company's employees (including any employee pension, health, vacation pay, sick pay or other fringe benefits offered by the Company under plan or practice) by virtue of the Services being rendered by the Consultant or otherwise. The Consultant is responsible for all taxes, if any, imposed on it in connection with its performance of Services under this Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments thereon.

K. Binding Nature; Assignments

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, representatives, administrators, heirs, executors and permitted assigns, except that the duties the Consultant are personal and shall not be assigned or subcontracted without the Company's prior written consent and any purported assignment without such written consent shall be deemed void and unenforceable.

L. Entire Agreement; Amendments

This Agreement contains the entire understanding between the Parties with respect to its subject matter and supersedes all previous negotiations, agreements or understandings between the Parties, whether written or verbal. This Agreement may not be amended or modified, except in writing, executed by duly authorized representatives of the Parties hereto.

M. Counterparts

This Agreement may be signed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

N. Governing Law; Consent to Jurisdiction andVenue

This Agreement shall be governed by the internal laws of the State of Delaware without regard to choice of law principles. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of the State of New York located in the New York County, and of the United States District Court of the Southern District of New York and the parties agree to submit to the personal jurisdiction and venue in these courts.**Each Party waives the right to a trial by jury in any such dispute**. The prevailing or non-dismissing party in any such dispute shall be entitled to reimbursement of all reasonable expenses, including court costs and attorney fees incurred in good faith.

O. Notices

All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given (i) when delivered personally to the party to receive the same, (ii) when mailed first class postage prepaid, by certified mail, return receipt requested, or (iii) when transmitted by electronic mail, in each case addressed to the party to receive the same at his or its address set forth below, or such other address as the party to receive the same shall have specified by written notice given in the manner provided for in this Section O:

If to the Company:	Q/C Technologies, Inc. 1185 Avenue of the Americas, Suite 249 New York, NY 10036 Attn: Joshua Silverman Title: Executive Chairman Email: jsilverman@parkfieldfund.com
If to the Consultant:	Z-List Media,Inc. 315 Longvue Ct, Johns Creek, GA 30097 Email: altucher@gmail.com Attn: James Altucher
If to the Service Provider:	James Altucher 315 Longvue Ct, Johns Creek, GA 30097

P. Severability

If any provision of this Agreement is found to be invalid or unenforceable for any reason by a court of competent jurisdiction, that provision shall be stricken from this Agreement and that finding shall not invalidate any other terms of this Agreement, which terms shall remain in full force and effect according to the surviving terms of this

Agreement. In such an event, the Parties shall negotiate with one another to agree on a provision which the Parties would have agreed if they had known of the defect when they signed this Agreement, in order to achieve the same commercial outcome and objectives of this Agreement that were intended upon its execution.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by or on behalf of the Parties as of its Effective Date.

COMPANY:

Q/C Technologies, Inc.

By: _____
Name: Joshua Silverstein
Title: Executive Chairman

CONSULTANT:

Z-List Media, Inc.

By: _____
Name: James Altucher
Title: Member

SERVICE PROVIDER:

_____
Name: James Altucher

[Signature Page to Consulting Services Agreement]

Exhibit A
Consulting Fee

1. Warrants to purchase 100,000 shares of Common Stock, at an exercise price of $5.00 per share, issuable on the Effective Date.

2. Warrants to purchase 100,000 shares of Common Stock, at an exercise price of $5.00 per share, issuable on the date that is the three-months anniversary of the Effective Date.

3. Warrants to purchase 100,000 shares of Common Stock, at an exercise price of $7.50 per share, issuable on the date that is the nine-months anniversary of the Effective Date.

4. Warrants to purchase 100,000 shares of Common Stock, at an exercise price of $10.00 per share, issuable on the date that is the twelve-months anniversary of the Effective Date.

Each Warrant shall be subject to forfeiture and such other terms as set forth therein.

Exhibit B

Forms of Warrant

[provided separately]