
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): **January 16, 2026**

Q/C Technologies, Inc.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-36268
(Commission
File No.)

22-2983783
(IRS Employer
Identification No.)

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

10036
(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

On January 16, 2026, Q/C Technologies, Inc. (the "Company") entered into a consulting agreement (the "Consulting Agreement") with Chelsea Voss (the "Consultant"), pursuant to which, the Consultant agreed to provide certain consulting services to the Company, including evaluating companies and making related introductions, analyzing technologies and operations, reviewing and advising on potential acquisitions and any other consulting or advisory services which the Company reasonably requests that the Consultant provide to the Company. The Consulting Agreement has a term of twelve (12) months, unless earlier terminated pursuant to the terms of the Consulting Agreement or upon the mutual written consent of the Company and the Consultant in accordance with the terms of the Consulting Agreement.

Pursuant to the Consulting Agreement, the Company agreed to (i) pay the Consultant a monthly fee equal to \$12,500 per month (or, \$150,000 annually) payable in arrears on a monthly basis, (ii) grant to the Consultant 212,500 restricted stock units, subject to the terms and conditions of the Company's standard restricted stock unit award agreement and the Q/C Technologies, Inc. 2021 Equity Incentive Plan, as amended (the "Plan"), which vest in four substantially equal installments on the quarterly anniversaries of the issuance date, provided that the Consultant continues to provide services to the Company through such applicable vesting dates and subject to the related restricted stock unit award agreement, and (iii) grant to the Consultant stock options to purchase up to an aggregate of 212,500 shares of common stock, par value \$0.001 per share of the Company ("Common Stock"), at an exercise price equal to the greater of (a) \$5.097 per share and (b) the fair market value per share of Common Stock on the date of grant (the "Consultant Options"), subject to the terms and conditions of the Company's standard nonqualified stock option award agreement and the Plan. The Consultant Options vest and become exercisable in four (4) substantially equal installments on each quarterly anniversary of the issuance date, provided that the Consultant continues to provide services to the Company through such applicable vesting dates.

The foregoing description of the Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Consulting Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and 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 January 16, 2026, the Company appointed Chelsea Voss to serve as a member of the board of directors of the Company (the “Board”).

Since September 2019, Ms. Voss has served as a member of the technical staff at OpenAI where she engineers large-scale machine learning systems and works on data acquisition efforts for training artificial intelligence (“AI”) models, with key contributions to the launches of GPT-4, ChatGPT, DALL·E 2, and Codex. Prior to joining OpenAI, Ms. Voss worked as a software engineer at Pilot.com from September 2017 to July 2019 where she developed full-stack features to improve the workflows of in-house accountants and at Chime Inc. from September 2016 to August 2017 where she implemented features across payment processing, fraud prevention, and compliance systems to support large-scale remittance flows from the US, UK and Canada to African markets. From November 2015 to July 2016, Ms. Voss worked as computational systems biology researcher at Harvard Medical School’s Department of Systems Biology (Fontana Lab) as part of her M.Eng. thesis under Massachusetts Institute of Technology Professor Armando Solar-Lezama. Since 2011, Ms. Voss has authored, co-authored or contributed to numerous publications related primarily to AI systems. She holds an M.Eng. in Computer Science (2016) and an S.B. in Computer Science with a minor in Mathematics (2015) from the Massachusetts Institute of Technology.

Ms. Voss was introduced to the Company by Martin Shkreli, an affiliate of Ocean Avenue Holdings LLC, a consultant of the Company.

Except as set forth herein, there are no arrangements or understandings between Ms. Voss and any other person pursuant to which she was appointed as director of the Company. There is no family relationship between Ms. Voss and any director or executive officer of the Company. Except as set forth herein, there are no transactions between Ms. Voss and the Company that would be required to be reported under Item 404(a) of Regulation S-K of the Securities Exchange Act of 1934, as amended.

Item 8.01 Other Events.

On January 20, 2026, the Company issued a press release announcing the Consulting Agreement and Ms. Voss’s appointment to the Board. A copy of the press release is attached as Exhibit 99.1 hereto.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Consulting Services Agreement, dated as of January 16, 2026, by and between the Company and Chelsea Voss.
99.1	Press release, dated January 20, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

Q/C TECHNOLOGIES, INC.

Date: January 23, 2026

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

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the “**Agreement**”) is made effective as of January 16, 2026 (the “**Effective Date**”), by and between Q/C Technologies, Inc. (the “**Company**”) and Chelsea Voss (the “**Consultant**”) (collectively, the Company and the Consultant, shall be referred to as the “**Parties**” or individually as a “**Party**”).

WHEREAS, the Consultant shall provide consulting services to the Company as provided in this Agreement; 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 shall provide the Services defined below in Section C herein for the Company. In this capacity, the Consultant agrees to devote the Consultant’s best efforts, energy and skill to the full discharge of the Consultant’s duties and responsibilities.

B. Term

1. Term. The term of this Agreement will begin on the Effective Date of this Agreement and will continue through the twelve (12) month 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 ten (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 failure to provide the Services contemplated hereunder on a timely and reasonably satisfactory basis.

C. Services to be Performed

1. Services. During the Term of this Agreement, the Consultant shall assist the Company in general consulting activities including, but not limited, evaluating companies and making related introductions, analyzing technologies and operations, reviewing and advising on potential acquisitions, 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.

D. Compensation for Services

1. Compensation. In consideration of the Services to be performed by the Consultant under this Agreement, the Company will pay the Consultant during the Term as follows:

- a) Monthly Payment. During the Term, the Company will pay the Consultant a flat rate monthly payment of \$12,500 per month (\$150,000 annually) payable in arrears on a monthly basis (such fee to be prorated in the event the first month or last month of the Services provided begins on a date other than the first of the month or ends on a date other than the last day of the month).
- b) Restricted Stock Units. The Company shall grant to the Consultant 212,500 restricted stock units, subject to the terms and conditions of the Company’s standard restricted stock unit award agreement and the Company’s long-term incentive plan, which shall vest in four (4) substantially equal installments on the quarterly anniversaries of the Effective Date, provided that the Consultant continues to provide services to the Company through such applicable vesting dates.

- c) Stock Options. The Company shall grant to the Consultant 212,500 stock options (at the exercise price of the greater of \$5.097 and the fair market value per share of common stock on the date of grant), subject to the terms and conditions of the Company’s standard nonqualified stock option award agreement and the Company’s long-term incentive plan, which shall vest in four (4) substantially equal installments on the quarterly anniversaries of the Effective Date, provided that the Consultant continues to provide services to the Company through such applicable vesting dates.

2. Entire Compensation. The Consultant acknowledges that the compensation and expense reimbursements provided in Section D(1) above constitutes the sole and entire compensation and reimbursements payable for the Services 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 as a result of the provision of Services hereunder.

E. Nondisclosure of Confidential and Proprietary Information.

1. Obligation to Maintain Confidentiality. The Consultant 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. The Consultant 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 performance of Services. During the Term and thereafter, the Consultant 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. The Consultant 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 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. The Consultant 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, the Consultant 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 the Consultant’s 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. The Consultant 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, the Consultant

shall not make further use of any Confidential Information.

4. **Use of Information of Prior Employers.** At no time will the Consultant improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom the Consultant 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 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 the Consultant hereby acknowledges that the Consultant may not 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 the Consultant files a lawsuit or other court proceeding against the Company for retaliating against the Consultant for reporting a suspected violation of law, the Consultant may disclose the trade secret to the attorney representing the Consultant and use the trade secret in the court proceeding, so long as the Consultant 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, the Consultant 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. The Consultant 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 and Other Matters. The Consultant shall not use or disclose any property, intellectual property rights, trade secrets or other proprietary know-how of the Company to invent, author, make, develop, design, or otherwise enable others to invent, author, make, develop, or design identical or substantially similar designs as those developed under this Agreement for any third party. The Consultant represents that there is no law or other legal prohibition that would preclude the Consultant from providing the Services to the Company pursuant to this Agreement. The Consultant agrees that Consultant's obligations under this Section F shall continue after the termination of this Agreement.

G. Legal and Equitable Remedies. Because the Consultant's services are personal and unique and because the Consultant has and will continue to have access to, and become acquainted with, Confidential Information, the Consultant expressly acknowledges and agrees that (1) a breach or threatened breach of any of Sections E or F by the Consultant 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 its provisions by injunction, restraining order, 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 shall not be liable to the Company or its 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. 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 the Consultant. The Company and its subsidiaries shall defend, indemnify and hold harmless the Consultant 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. 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 in which the Consultant 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, except that if such damage is the result of gross negligence, bad faith or willful misconduct by the Consultant then the Consultant shall reimburse the Company and its 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 other Party, 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 Agreement is one of an independent contractor. The Parties further agree that the Consultant, 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 and Venue

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, 3rd Floor New York, NY 10036 Attn: Joshua Silverman Title: Executive Chairman
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If to the Consultant:	To the Consultant at the most recent address in the Company's records.
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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, the Parties have caused this Agreement to be executed as of the Effective Date.

THE COMPANY:

Q/C Technologies, Inc.

By: /s/ Joshua Silverman

Name: Joshua Silverman

Title: Executive Chairman

THE CONSULTANT:

/s/ Chelsea Voss

Chelsea Voss

Q/C Technologies Appoints AI Systems Leader Chelsea Voss to Board of Directors

New York, NY, Jan. 20, 2026 (GLOBE NEWSWIRE) — Q/C Technologies, Inc. (Nasdaq: QCLS) (“Q/C Technologies” or “the Company”), a pioneer of quantum-class computing at the speed of light, today announced the appointment of Chelsea Voss to its Board of Directors.

Ms. Voss is a computer scientist and Member of Technical Staff at OpenAI, where she has played a key role in the development, evaluation, and launch of some of the most advanced, widely used artificial intelligence systems. Her expertise spans machine learning infrastructure, model evaluation, hardware reliability, and published research contributions including results across image generation, ML interpretability, and reinforcement learning. In her current position, Ms. Voss has served in senior technical roles supporting the training and deployment of frontier AI models, including leading evaluation efforts used to present new capabilities to the public and press, contributing to large-scale training runs, and supporting infrastructure and reliability systems critical to production AI platforms. She previously worked as a software engineer at Pilot.com and Sendwave.com, building scalable systems across financial and payments platforms. Ms. Voss earned her M.Eng. and S.B. degrees in computer science from MIT, giving her a technical grounding in formal verification, compiler theory, and quantum algorithms.

“We are pleased to welcome Chelsea to the Q/C Technologies Board,” said Joshua Silverman, Executive Chairman. “We believe her deep technical experience, particularly in the intersection of advanced computation, large-scale systems, and real-world deployment, will be invaluable as we advance our quantum-class computing strategy. Chelsea strengthens our Board with a perspective grounded in both cutting-edge research and operational execution.”

“Q/C Technologies is tackling fundamental challenges in computation, efficiency, and scalability,” said Voss. “I’m excited to join the Board and contribute my expertise in computer systems engineering as the Company works to bring photonic computing into real-world applications.”

Q/C Technologies is developing a new generation of quantum-class laser processing units (qc-LPU™) designed to solve complex computational problems using the physical properties of light rather than traditional electrical signals. Through its partnership with LightSolver, the Company aims to advance photonic computing platforms intended to deliver significant improvements in speed, energy efficiency, and scalability for blockchain and other compute-intensive applications.

For more information, visit Chelsea Voss’s LinkedIn profile: [linkedin.com/in/csvoss](https://www.linkedin.com/in/csvoss).

About Q/C Technologies, Inc.

Q/C Technologies is pioneering the next generation of energy-efficient quantum class, high-performance computing infrastructure. Through a licensing agreement with LightSolver, Q/C holds exclusive rights to the use of innovative quantum-inspired laser-based processing units (LPUs) that solve compute-intensive combinatorial and physical problems at the speed of light in the crypto domain. Q/C believes that LightSolver’s technology bridges a disruptive computing paradigm for high-speed photonic computing with cryptocurrency infrastructure development at scale, unlocking unprecedented performance and sustainability for next generation crypto applications. qctechnologies.com

Cautionary Statement Regarding Forward-Looking Statements

This press release may contain forward-looking statements. These forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements to be materially different from any expected future results, performance, or achievements. Forward-looking statements speak only as of the date they are made and neither the Company nor its affiliates assume any duty to update forward-looking statements. Words such as “anticipate,” “believe,” “could,” “estimate,” “expect,” “may,” “plan,” “will,” “would” and other similar expressions are intended to identify these forward-looking statements. Important factors that could cause actual results to differ materially from those indicated by such forward-looking statements include, without limitation: the development, performance and scalability of its qc-LPU100™ product and related technologies, unanticipated financial setbacks, the Company needing to pursue financing options that could adversely impact its liabilities due to adverse market conditions, the Company’s ability to maintain compliance with the Nasdaq Stock Market’s listing standards; increased levels of competition; changes in political, economic or regulatory conditions generally and in the markets in which the Company operates; the Company’s ability to retain and attract senior management and other key employees; and the Company’s ability to quickly and effectively respond to new technological developments. A discussion of these and other factors with respect to the Company is set forth in the Company’s Annual Report on Form 10-K for the year ended December 31, 2024, filed by the Company on April 11, 2025, and subsequent reports that the Company files with the Securities and Exchange Commission. Forward-looking statements speak only as of the date they are made, and the Company disclaims any intention or obligation to revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Investor Contact:

800-507-9010
