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

**FORM 8-K**

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

Date of Report (Date of earliest event reported): August 18, 2026

# SKY QUARRY INC.

(Exact name of registrant as specified in its charter)

| Delaware | 001-42296 | 84-1803091 |
|---|---|---|
| (State or other jurisdiction of incorporation or organization) | (Commission File Number) | (IRS Employer Identification No.) |

**707 W. 700 South, Suite 105**
**Woods Cross, UT 84087**
(Address of principal executive office) (Zip Code)

**(424) 394-1090**
(Registrant's telephone number, including area code)

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 $0.0001** | **SKYQ** | **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 X

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

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

On August 18, 2026, the Board of Directors of Sky Quarry Inc. (the "Company") appointed Heidi C. Bowman as Chief Financial Officer of the Company, effective immediately.

Heidi Bowman, 60, is a strategic finance executive with over 20 years of experience guiding leadership teams across various industries with an emphasis on structuring financial operations, evaluating transactions for tax efficiency, and defining processes to ensure financial performance. Ms. Bowman has expertise in private equity, real estate, logistics, and oil and gas. Most recently, Ms. Bowman served as Chief Financial Officer of the Hillair Capital, from May 2010 to December 2025, and Barlock Capital private equity funds and as Chief Financial Officer of various portfolio companies, including American Natural Energy Corporation and Creek Road Miners Inc. (formerly Wizard Brands Inc. (WIZD)). Ms. Bowman holds a Bachelor of Arts degree in Economics from the University of California at Los Angeles and is a Certified Public Accountant (inactive) in the State of California.

In connection with Ms. Bowman's appointment, the Company entered into an Employment Offer Letter with Ms. Bowman, effective August 18, 2026 (the "Offer Letter"). Pursuant to the Offer Letter, Ms. Bowman will serve as Chief Financial Officer reporting to the Chief Executive Officer. Under the Offer Letter, Ms. Bowman will receive a base salary of $18,500 per month, payable in accordance with the Company's standard payroll practices, and will be eligible for quarterly bonuses, which may be paid in cash, equity, or a combination thereof, at the sole discretion of the Compensation Committee of the Board of Directors, with any equity-based awards subject to the availability and terms of the Company's 2026 Omnibus Stock Plan (or any successor plan). Ms. Bowman is also entitled to participate in all employee benefit programs made available by the Company to its employees generally, on the same terms and conditions as other similarly situated employees. Ms. Bowman's employment is at-will, and either party may terminate the Offer Letter at any time upon not less than thirty days' prior written notice.

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

There are no family relationships between Ms. Bowman and any director or executive officer of the Company, and there are no transactions between Ms. Bowman and the Company that would require disclosure under Item 404(a) of Regulation S-K.

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

(d) Exhibits.

| Exhibit No. | Description |
|---|---|
| 10.1 | Employment Offer Letter, effective as of August 18, 2026, by and between Sky Quarry Inc. and Heidi Bowman |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

**SIGNATURES**

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

**Sky Quarry Inc.**

Dated: August 21, 2026

By: */s/ Marcus Laun*
Name: Marcus Laun
Title: Interim Chief Executive Officer and President

# SKY QUARRY, INC.

## Employment Offer Letter

August 17, 2026

Heidi Bowman **[***]**
**[***]**

Dear Ms. Bowman,

Sky Quarry, Inc. (NASDAQ: SKYQ) (the "Company") is pleased to extend this offer of employment to you on the terms and conditions set forth in this letter (this "Agreement"). This Agreement is entered into between Sky Quarry, Inc. and Heidi Bowman ("Employee") effective as of August 18, 2026.

**1. Position and Duties**

Employee is hereby offered the position of Chief Financial Officer ("CFO") of Sky Quarry, Inc., a full-time role. In this capacity, Employee shall perform all duties, responsibilities, and functions customary and appropriate to the position of Chief Financial Officer of a publicly traded company, including but not limited to oversight of all financial operations, accounting, financial reporting (including SEC filings), treasury, budgeting, audit, internal controls, investor relations (as it relates to financial matters), and such other duties as may be assigned from time to time by the Company's Chief Executive Officer or Board of Directors. Employee shall report directly to the Chief Executive Officer.

**2. Start Date**

Employee's first day of employment shall be August 18, 2026 (the "Start Date").

**3. Compensation**

**(a) Base Salary.** Employee shall receive a base salary of $18,500.00 per month (the "Base Salary"), payable in accordance with the Company's standard payroll practices and subject to applicable withholdings and deductions.

**(b) Quarterly Bonus Eligibility.** Employee shall be eligible for quarterly bonuses, which may be paid in cash, equity, or a combination thereof, at the sole discretion of the Compensation Committee of the Board of Directors. Any equity-based awards shall be subject to the availability and terms of the Company's 2026 Omnibus Stock Plan (or any successor plan), and nothing herein shall be construed as a guarantee of any bonus payment or award.

**4. Benefits**

Employee shall be entitled to participate in all employee benefit programs made available by the Company to its employees generally, on the same terms and conditions as other similarly situated employees of the Company. Nothing herein shall be construed to limit the Company's right to modify, amend, or terminate any benefit plan or program at any time in accordance with applicable law.

**5. Outside Activities**

Employee may engage in outside professional, business, or personal activities, including service on boards, advisory roles, or other employment, provided that such activities (i) do not conflict or compete, directly or indirectly, with the business of the Company; (ii) do not interfere with Employee's duties and obligations hereunder; and (iii) do not violate the terms of this Agreement or any applicable Company policy. Employee shall promptly disclose to the Chief Executive Officer any outside activity that could reasonably be deemed to present a conflict of interest.

**6. Term and Termination**

This Agreement shall commence on the Start Date and shall continue unless and until terminated in accordance with applicable law and the terms hereof. Either party may terminate this Agreement at any time upon not less than thirty (30) days' prior written notice to the other party. Notwithstanding the foregoing, upon termination for any reason, the Company shall pay Employee all earned and unpaid Base Salary through the effective date of termination and shall reimburse any outstanding and properly documented business expenses incurred prior to such date, in each case in accordance with applicable law and Company policy.

**7. Confidentiality**

During the term of Employee's employment and at all times thereafter, Employee shall hold in strict confidence all Confidential Information (as defined below) of the Company and shall not disclose, use, or permit the use of any Confidential Information for any purpose other than the performance of Employee's duties hereunder, without the prior written consent of the Company. "Confidential Information" means any and all non-public information relating to the Company's business, operations, finances, customers, vendors, partners, technology, intellectual property, strategic plans, SEC filings in preparation, M&A activity, and any other information designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. This obligation shall survive the termination of this Agreement.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws principles. Any dispute arising out of or related to this Agreement shall be resolved in the appropriate courts of competent jurisdiction located in the State of Utah.

**9. Entire Agreement; Amendment**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings. This Agreement may not be modified or amended except by a written instrument signed by both parties.

**10. Counterparts**

This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

We are excited about the prospect of you joining the Sky Quarry team as Chief Financial Officer. Please sign and return this letter by August 17, 2026 to indicate your acceptance of this offer on the terms set forth herein.

Sincerely,

/s/ Marcus Laun

**Marcus Laun**
Interim Chief Executive Officer
Sky Quarry, Inc.

**ACCEPTED AND AGREED:**

/s/ Heidi Bowman

**Heidi Bowman**