

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 10, 2026

TON Strategy Company
(Exact Name of Registrant as Specified in Charter)

Nevada (State or Other Jurisdiction of Incorporation)	001-38834 (Commission File Number)	90-1118043 (IRS Employer Identification No.)
2300 W. Sahara Avenue, Suite 800 Las Vegas, Nevada (Address of Principal Executive Offices)		89102 (Zip Code)
Registrant's Telephone Number, Including Area Code: (855) 250-2300		
N/A (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 \$0.0001	TONX	The Nasdaq Stock Market LLC

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 1.02 Termination of a Material Definitive Agreement

On August 10, 2026, the Company notified Kingsway Capital Partners Limited ("Kingsway") that the Company has terminated the Advisory Services Agreement between the Company and Kingsway dated August 7, 2025 (the "Agreement"). Pursuant to the terms of the Agreement, the Company agreed to pay an annual advisory fee equal to 2.0% of the Company's market capitalization (calculated based upon the Company's equity ownership on a fully diluted, as converted basis), payable in arrears, in 12 monthly installments with such market capitalization calculated as of the last day of each calendar month. The Company stopped making monthly payments to Kingsway under the Agreement in March 2026, with its last monthly payment being made on March 18, 2026. The foregoing summary of the Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Agreement, which is attached hereto as Exhibit 10.1, and is hereby incorporated by reference into this Item 1.02.

As previously disclosed in the Company's Form 10-K filed on March 31, 2026 and Form 10-Q filed on May 12, 2026, the Company's Board of Directors authorized the Company to negotiate a settlement to terminate the Agreement with Kingsway. Unable to reach a negotiated settlement, the Company has terminated the Agreement without a settlement. Both the Company and Kingsway have reserved all rights. As of the date of this filing, the Company cannot estimate the financial impact stemming from termination of the Agreement. The Company does not expect the termination to affect its TON treasury strategy or day-to-day operations.

As previously disclosed in a Form 8-K filed on August 8, 2025, Kingsway is controlled by Manuel Stotz, the Company's Executive Chairman of the Board of Directors since August 7, 2025. Additionally, as disclosed in the Company's proxy statement filed on April 30, 2026, Kingsway is a significant stockholder of the Company.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit

Number	Description
10.1	Advisory Services Agreement, dated August 7, 2025 by and between Verb Technology Company, Inc. and Kingsway Capital Partners Limited.
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.

TON STRATEGY COMPANY

Date: August 10, 2026

By: /s/ Kevin Wilson
Name: Kevin Wilson
Title: Chief Executive Officer

ADVISORY SERVICES AGREEMENT

This ADVISORY SERVICES AGREEMENT (this “Agreement”), effective August 7, 2025 (the “Effective Date”), is entered into by and between Verb Technology Company, Inc. (the “Company”), and Kingsway Capital Partners Limited (the “Advisor” and, together with the Company, the “Parties” and each, a “Party”).

WHEREAS, the Company desires to expand and diversify its business through integration of cryptocurrency and digital asset strategies as part of its treasury management strategy; and

WHEREAS, the Company wishes to appoint the Advisor, and the Advisor wishes to be appointed by the Company, to provide certain advisory and consulting services to the Company for such purposes, subject to and in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to be bound on the terms and conditions set forth below:

1. Engagement of the Advisor, Independent Contractor.

(a) The Company hereby engages the Advisor to provide certain advisory services with respect to the expansion and diversification of the Company’s business through the integration of cryptocurrency and digital asset strategies as part of the Company’s treasury management strategy, and the Advisor hereby accepts the engagement and agrees to provide advisory and consulting services to the Company as described in Schedule A attached hereto (the “Services”) upon the terms and conditions set forth herein. The Company and the Advisor understand and agree that changes to Schedule A may be made from time to time following the date of execution of this Agreement by mutual agreement of the Parties.

(b) It is understood and agreed that the Advisor shall be deemed to be an independent contractor of the Company and not as an employee, agent, or joint venturer of the Company and that the Advisor shall not have authority to act for or represent the Company in any way and shall not otherwise be deemed to be agent of the Company. Nothing contained herein shall create or constitute the Advisor and the Company as members of any partnership, joint venture, association, syndicate, unincorporated business, or other separate entity, nor shall be deemed to confer on any of them any express, implied, or apparent authority to incur any obligation or liability on behalf of any other such entity.

2. Term Termination.

(a) This Agreement shall commence on the Effective Date and shall continue for a period of twenty (20) years and shall thereafter continue for successive one (1)-year renewal periods upon the mutual agreement of the Advisor and the Company (each, a “Renewal Period”, and the period during which this Agreement is in effect, the “Term”) unless terminated in accordance with this Section 2.

(b) This Agreement may be terminated immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within sixty (60) days after receiving written notice of the breach, or in the case of willful misconduct, gross negligence or fraud of the other Party.

(c) Termination shall not affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this Agreement.

3. Advisory Fees.

(a) As compensation for the Services rendered hereunder, the Company shall pay: (i) a one-time set-up fee, payable in Toncoin or cash, upon mutual agreement of the Company and the Advisor, and having a notional value of Three Million Dollars (\$3,000,000) (the “Set-Up Fee”) and (ii) an annual advisory fee equal to two percent (2%) of the Company’s market capitalization (calculated based upon the Company’s equity ownership on a fully diluted, as converted basis) (the “Advisory Fee”).

(b) The Set-Up Fee shall be earned upon the execution of this Agreement and will be payable within 5 business days. The Advisory Fee shall be paid in twelve (12) monthly installments, with each installment equal to one-twelfth (1/12) of two percent (2%) of the Company’s market capitalization (calculated based upon the Company’s equity ownership on a fully diluted, as converted basis) as of the last day of each calendar month. The Company’s market capitalization for each month shall be determined by the Advisor in a commercially reasonable manner and in good faith. Each monthly installment of the Advisory Fee shall be payable in arrears, and, following the determination of the Company’s market capitalization for the relevant month, the Advisor and the Company upon mutual agreement shall elect, that the Advisor receive payment of such installment either in Toncoin or in cash. If the Advisory Fee is elected to be paid in Toncoin, the amount of Toncoin due will be determined using the weighted-average TON execution price as of the last day of each calendar month. The Advisor will furnish invoices monthly, including all reasonable fees and expenses incurred by Advisor, and the Company shall pay such invoice no later than ten (10) business days following the Company’s receipt of any such invoice. Advisor acknowledges and agrees to cooperate fully with the Company and to provide, upon reasonable request, all information and documentation necessary to enable the Company to maintain compliance with generally accepted accounting principles (GAAP), its internal financial controls, and applicable requirements under the Sarbanes-Oxley Act of 2002. The Company hereby acknowledges that it is the Company’s responsibility to verify the accuracy of the calculation of the Advisor’s fees.

(c) Notwithstanding any early termination of this Agreement pursuant to Section 2 hereof, (i) the Set-Up Fee and (ii) the Advisory Fee shall be deemed earned upon the execution of this Agreement by the Parties. If Advisor and the Company are required to report the issuance of the Advisor’s fees to any third party governmental or regulatory authority, the parties shall consult and mutually agree upon a consistent reporting position.

(d) Each Party will be responsible for all of their respective overhead costs.

4. Confidentiality.

(a) “Confidential Information” means any non-public information regarding the disclosing Party’s business affairs, products, services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in visual, written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential.” Confidential Information does not include information that: (i) is or becomes publicly available without breach of this Agreement; (ii) was known to the receiving Party prior to disclosure; (iii) is independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information; or (iv) is disclosed pursuant to legal or regulatory requirements, *provided, however*, that in the case of clause (iii), the disclosing Party shall disclose no more than that portion of the Confidential Information which, on the advice of the receiving Party’s legal counsel, such legal or regulatory requirement specifically requires the receiving Party to disclose.

(b) Each Party shall: (i) protect and safeguard the confidentiality of the disclosing Party's Confidential Information with at least the same degree of care as the receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the receiving Party's representatives who need to know the Confidential Information to assist the receiving Party, or act on such receiving Party's behalf, to exercise such receiving Party's rights or perform such receiving Party's obligations under this Agreement. The receiving Party shall be responsible for any breach of this Section 4 caused by any of its representatives. On the expiration or termination of the Agreement, the receiving Party and its representatives shall promptly return to the disclosing Party all copies, whether in written, electronic or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed.

(c) The obligations under this Section 4 shall survive the termination or expiration of this Agreement for a period of two (2) years.

5. Representations of the Advisor. The Advisor represents to the Company as follows:

(a) the Advisor has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization, with power and authority to own its own properties and conduct its business as currently conducted;

(b) the Advisor has or will obtain all other governmental authorizations, approvals, consents or filings required in connection with the execution, delivery or performance of this Agreement, including compliance with applicable U.S. federal and state laws, rules, and regulations, and any requirements imposed by relevant regulatory authorities;

(c) this Agreement constitutes a binding obligation of the Advisor, enforceable against the Advisor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or by general equity principles, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(d) the execution, delivery and performance of this Agreement do not conflict with any obligation by which the Advisor is bound, whether arising by contract, operation of law or otherwise, or any applicable law, in each case in a manner that would result in a material adverse effect on the Advisor or the Company or that would materially impede the Advisor's ability to perform its obligations hereunder.

6. Representations of the Company. The Company represents and warrants to the Advisor as follows:

(a) the Company has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization, with power and authority to own its own properties and conduct its business as currently conducted;

(b) the Company has the authority to engage the Advisor to provide the Services and has, by appropriate action, duly authorized the execution and implementation of this Agreement;

(c) this Agreement constitutes a binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or by general equity principles, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(d) the execution, delivery and performance of this Agreement do not conflict with any obligation by which the Company is bound, whether arising by contract, operation of law or otherwise, or any applicable law, in each case in a manner that would result in a material adverse effect on the Advisor or the Company or that would materially impede the Company's ability to perform its obligations hereunder.

7. Liability.

(a) Except in the cases of willful misconduct, gross negligence or fraud (each, a "Disqualifying Action"), none of the Advisor, its affiliates or their respective officers, directors and employees (collectively, the "Covered Persons") shall have any liability (whether direct or indirect, in contract or tort or otherwise) for any claims, liabilities, losses, damages, penalties, obligations or expenses of any kind whatsoever, including reasonable and documented attorneys' fees and court costs ("Losses"), suffered by the Company as the result of any act or omission by the Advisor in connection with, arising out of or relating to the performance of the Services hereunder. The Company further agrees that no Covered Person shall be liable for any Losses caused, directly or indirectly, by any act or omission of the Company or any act or omission by any third party, unless such acts, omissions or other conduct is at the direction of the Advisor and the Advisor's direction constitutes a Disqualifying Action.

(b) The Advisor and any person acting on its behalf shall be entitled to rely in good faith upon information, opinions, reports or statements of legal counsel (as to matters of law) and accountants (as to matters of accounting or tax) and, accordingly, such good faith reliance by a person shall not constitute a Disqualifying Action so long as such counsel or accountant is qualified and was selected and consulted with due care. Under no circumstances shall the Advisor or any Covered Person be liable for any special, incidental, exemplary, consequential, punitive, lost profits or indirect damages.

(c) The Company agrees to indemnify and hold harmless each of the Covered Persons, against any Losses suffered or incurred by reason of, relating to, based upon, arising from or in connection with (directly or indirectly) (i) the Services rendered by or on behalf of the Advisor, (ii) a Disqualifying Action by the Company, or (iii) the Company's breach of this Agreement, in each case except to the extent that such Losses are determined by a court of competent jurisdiction, upon entry of a final judgment, to be attributable to a Disqualifying Action of such Covered Person.

(d) To the fullest extent permitted by law, the Company shall, upon the request of any Covered Person, advance or promptly reimburse such Covered Person's out-of-pocket costs of investigation (whether internal or external), litigation or appeal, including attorneys' reasonable and documented fees and disbursements, reasonably incurred in responding to, litigating or endeavoring to settle any claim, action, suit, investigation or proceeding, whether or not pending or threatened, and whether or not any Covered Person is a party, arising out of or in connection with or relating to the Services (a "Claim"); *provided*, that the affected Covered Person shall, as a condition of such Covered Person's right to receive such advances and reimbursements, undertake in writing to promptly repay the applicable funds for all such advancements or reimbursements if a final judgment of a court of competent jurisdiction has determined that such Covered Person is not then entitled to indemnification under this Section 7. If any Covered Person recovers any amounts in respect of any Claims from insurance coverage or any third party source, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to it by the Company in respect of such Claims.

(e) Promptly after receipt by a Covered Person of notice of any Claim or of the commencement of any action or proceeding involving a Claim, such Covered Person shall, if a claim for indemnification in respect thereof is to be made against the Company, give written notice to the Company of the receipt of such Claim or the commencement of such action or proceeding; *provided*, that the failure of any Covered Person to give notice as provided herein shall not relieve the Company of its obligations hereunder, except to the extent that the Company is actually prejudiced by such failure to give notice.

(f) Each Covered Person shall cooperate with the Company and its counsel in responding to, defending and endeavoring to settle any proceedings or Losses that may be subject to indemnification by the Company pursuant to this Section 7. Without limiting the generality of the immediately preceding sentence, if any proceeding is commenced against a Covered Person, the Company shall be entitled to participate in and to assume the defense thereof to the extent that the Company may wish, with counsel reasonably satisfactory to such Covered Person. After notice from the Company to such Covered Person of the Company's election to assume the defense thereof, the Company shall not be liable for expenses subsequently incurred by such Covered Person without the consent of the Company (which shall not be unreasonably withheld) in connection with the defense thereof. Without the Covered Person's consent, the Company will not consent to entry of any judgment in or enter into any settlement of any such action or proceeding which does not include as an unconditional term thereof the giving by every claimant or plaintiff to such Covered Person of a release from all liability in respect of such claim or litigation.

(g) The right of any Covered Person to indemnification as provided herein shall be cumulative of, and in addition to, any and all rights to which such Covered Person may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Covered Person's successors, assigns and legal representatives.

(h) The federal laws may impose liabilities under certain circumstances on persons who act in good faith; therefore, nothing herein shall in any way constitute a waiver or limitation of any rights which the undersigned may have under any applicable federal law.

8. General Provisions.

(a) Assignment. This Agreement shall be binding upon and inure to the benefit of the Company, the Advisor and their respective successors and permitted assigns. The Company may not assign all or any portion of its rights, obligations or liabilities under this Agreement without the consent of the Advisor to this Agreement. The Advisor may assign all or any portion of its rights, obligations or liabilities under this Agreement to an affiliate of the Advisor, in its sole discretion (an "Affiliate Assignee"). The Advisor may not assign all or any portion of its rights, obligations or liabilities under this Agreement to any non-affiliate of the Advisor without the consent of the Company. For the avoidance of doubt, this Section 8 shall not prohibit or require Company consent for any change of control of such Affiliate Assignee following the assignment of this Agreement. For purposes of this Section 8(a), such assignee shall not include (a) any director, officer, agent, employee, affiliate or representative ("Person") listed in any sanctions-related list of designated Persons maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United States Department of State, the United Nations Security Council, the European Union (or any participating member state thereof), His Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions"), (b) any Person operating, organized or resident in a country, region or territory which is itself the subject or target of any Sanctions ("Sanctioned Person"), (c) any Person owned or controlled by any such Person or Persons described in clauses (a) and (b) above, including a Person that is deemed by OFAC to be a Sanctions target based on the ownership of such legal entity by Sanctioned Person(s) or (d) any Person otherwise a target of Sanctions, including vessels, planes and ships, that are designated under any Sanctions program.

(b) Third Party Beneficiaries. This Agreement is not intended to and does not convey any rights to persons not a Party to this Agreement, except that a Covered Person may in its own right enforce Section 7 of this Agreement.

(c) Other Relationships. The Company acknowledges that the Advisor, its affiliates and their respective members, partners, officers, employees and other personnel may provide business and advisory services and advice of the type contemplated by this Agreement to others, and that, subject to the provisions of Section 4 of this Agreement, nothing contained herein shall be construed to limit or restrict the Advisor in providing such services or advice to others.

(d) Entire Agreement. This Agreement, including the Schedules attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between them regarding such subject matter.

(e) Amendments. Except to the extent otherwise expressly provided herein, this Agreement may not be amended except in a writing signed by the Parties hereto.

(f) Waivers. Each Party may by written consent waive, either prospectively or retrospectively and either for a specified period of time or indefinitely, the operation or effect of any provision of this Agreement. No failure or delay by a Party in exercising any right hereunder shall operate as a waiver thereof, nor shall any waiver of any such right constitute any further waiver of such or any other right hereunder. No waiver of any right by any Party hereto shall be construed as a waiver of the same or any other right at any other time.

(g) Notices. Except as otherwise expressly provided in this Agreement, whenever any notice is required or permitted to be given under any provision of this Agreement, such notice shall be in writing, shall be signed by or on behalf of the Party giving the notice and shall be mailed by first class mail or sent by courier or by email (including email with an attached PDF) or other electronic transmission with confirmation of transmission to the other Party at the address set forth below or to such other address as a Party may from time to time specify to the other Party by such notice hereunder.

If to the Advisor:

Kingsway Capital
9th Floor, Smithson Tower
25 St James's Street
London SW1A 1HA, United Kingdom
Attn:
Email:

If to the Company:

Verb Technology Company, Inc.
3024 Sierra Juniper Court
Las Vegas, Nevada, 89138
Attn: Sarah Olsen
Email:

Any such communications, notices, instructions or disclosures shall be deemed duly given when deposited by first class mail address as provided above, when delivered to such address by courier or when sent by email (including email with an attached PDF) or other electronic transmission (with the receipt confirmed).

(h) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to its principles of conflicts of law.

(i) Arbitration. Notwithstanding anything herein to the contrary, including the Parties' submission to jurisdiction of the courts of the State of New York pursuant to Section 8(j) below, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the New York offices of the Judicial Arbitration and Mediation Service Inc. or its successor ("JAMS") before three (3) qualified arbitrators, one (1) selected by each Party and one (1) selected by both Parties. The arbitration shall be administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the "Rules") in accordance with the expedited procedures in those Rules. Judgment on the arbitration award

may be entered in any state or federal court sitting in New York, New York or in any other applicable court. This Section 8(i) shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In the event that this Agreement is terminated pursuant to this Section 8(i), the Advisor shall be entitled to any and all damages and legal remedies arising from or in connection with such default but limited to direct damages and lost profits and business in the future. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the Rules as those Rules exist on the effective date of this Agreement. The Parties agree that they will give conclusive effect to the arbitrators' determination and award and that judgment thereon may be entered in any court having jurisdiction. The arbitrators may issue awards for all damages and legal remedies arising from or in connection with such default including, but not limited to, direct, indirect, special, consequential, speculative and punitive damages, as well as lost profits and business in the future. Any Party may, without inconsistency with this arbitration provision, apply to any state or federal court sitting in New York, New York and seek interim provisional, injunctive or other equitable relief until the arbitration award is rendered or the controversy is otherwise resolved. The arbitration will be conducted in the English language. The arbitrators shall decide the dispute in accordance with the law of the State of New York. The arbitration provisions contained herein are self-executing and will remain in full force and effect after expiration or termination of this Agreement. The costs and expenses of the arbitration shall be funded fifty percent (50%) by the claimant and the remaining fifty percent (50%) shall be split equally among the respondent(s). All Parties shall bear their own attorneys' fees during the arbitration. The prevailing Party on substantially all its claims shall be repaid all of such costs and expenses by the non-prevailing Party within ten (10) days after receiving notice of the arbitrator's decision.

(j) Submission to Jurisdiction; Consent to Service of Process. Subject to Section 8(i) above, the Parties hereto hereby irrevocably submit to the exclusive jurisdiction of and consent to service of process and venue in the state and federal courts in the County of New York, State of New York in any dispute, claim, controversy, action, suit or proceeding between the Parties arising out of this Agreement which are permitted to be filed or determined in such court. Subject to Section 8(i) above, the Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. The Parties agree that process may be served in any action, suit or proceeding by mailing copies thereof by registered or certified mail (or its equivalent) postage prepaid, to the Party's address set forth in Section 8(g) of this Agreement or to such other address to which the Party shall have given written notice to the other Party. The Parties agree that such service shall be deemed in every respect effective service of process upon such Party in any such action, suit or proceeding and shall, to the fullest extent permitted by law, be taken and held to be valid personal service upon and personal delivery to such Party. Nothing in this Section 8(j) shall affect the right of the Parties to serve process in any manner permitted by law.

(k) Force Majeure. No Party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays or defects arise out of causes beyond the control and without the fault or negligence of the offending Party. Such causes may include, but are not restricted to, acts of God or of the public enemy, terrorism, acts of the state in its sovereign capacity, fires, floods, earthquakes, power failure, tariffs, government regulations or executive orders, disabling strikes, epidemics, pandemics, quarantine restrictions and freight embargoes.

(l) Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the Parties to this Agreement.

(m) Severability. In the event any provision of this Agreement shall be held invalid or unenforceable, by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

(n) Counterparts; Electronic Signature and Delivery. This Agreement may be executed in counterparts, including counterparts sent via PDF other electronic transmission, each of which, when taken together shall constitute one and the same instrument. This Agreement may also be executed and delivered by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000) 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed as of the Effective Date.

KINGSWAY CAPITAL ADVISORS LIMITED

By: /s/ Conor McNaughton

Name: Conor McNaughton

Title: Chief Operating Officer

Verb Technology Company, Inc.

By: /s/ Veronika Kapustina

Name: Veronika Kapustina

Title: Chief Executive Officer

[Signature Page to Advisory Services Agreement]

Schedule A

Services

1. Analyze and evaluate the implementation of the Company's Toncoin treasury strategy.
2. Advise the Company on the creation and ongoing review of its Treasury Reserve Policy.
3. Advise the management team regarding the Company's Toncoin treasury strategy.
4. Advise and assist with investor relations with regards to the Company.
5. Review presentations and related materials regarding the Toncoin treasury strategy.
6. Provide assistance to the Company's board of directors in the recruitment of executives to the Company.

