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 28, 2026**

Change Agents Corporation
(Exact name of registrant as specified in its charter)

Delaware	**001-38728**	**47-1685128**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I. R. S. Employer Identification No.)

4400 Route 9 South, Suite 3100
Freehold, NJ 07728
(Address of principal executive offices, including ZIP code)

(732) 780-4400
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common stock, $0.0001 par value	CHGA	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.

September 2026 Original Issue Discount Note and Pre-Funded Warrant – 2nd tranche

On September 30, 2026, the Company issued promissory notes to certain accredited investors in the aggregate principal amount of $336,000 (inclusive of a $36,000 original issuance discount) (the "Second Tranche September 2026 OID Notes") for gross proceeds of $300,000. The Company the utilized the net proceeds of the Second Tranche September 2026 OID Notes to repay the following outstanding indebtedness (i) $125,000 under those certain 18.75 % notes issued in June 2025; (ii) $125,000 to the holder of our Series F Preferred Stock in respect of the redemption provisions thereunder; and (iii) a $37,125 installment payment to our lead lender under that certain July 2026 Business Loan and Security Agreement with the for working capital and general corporate purposes. In addition, the Company issued pre-funded warrants ("Second Tranche September 2026 Pre-Funded Warrants") to purchase 100,000 shares of its common stock ("Second Tranche September 2026 Pre-Funded Warrant Shares") as an inducement for investors to purchase the Second Tranche September 2026 OID Notes.

The Second Tranche September 2026 OID Notes mature on April 30 2027 and accrue interest at a rate of 7% per annum which increases to 15% (or the maximum amount permitted by law) during the existence of an event of default. The Second Tranche September 2026 OID Notes may be prepaid at any time at 105% of the original principal amount. The Second Tranche September 2026 OID Notes contain negative covenants, including restrictions on additional indebtedness while the notes are outstanding.

The Company granted the investors in the Note Purchase Agreement a "most-favored nations" provision with respect to the issuance of any debt that is not convertible into common stock of the Company (or amends any non-convertible debt that was issued before the Issue Date). In addition, the Company agreed not to issue enter into any variable rate transactions until the maturity date of such notes.

The Second Tranche September 2026 Pre-Funded Warrants are immediately exercisable and may be exercised at a nominal exercise price of $0.0001 per share of Common Stock at any time until all of the Second Tranche September 2026 Pre-Funded Warrants are exercised in full; provided, however, that until the Company has obtained stockholder approval for issuance of the Second Tranche September 2026 Pre-Funded Warrant Shares, the Company shall not issue a number of Second Tranche September 2026 Pre-Funded Warrant Shares, which when aggregated with all other securities that are required to be aggregated for purposes of Nasdaq Listing Rule 5635(d), would exceed 19.99% of the shares of Common Stock outstanding as of the date of definitive agreement with respect to the first of such aggregated transactions A holder may not exercise any portion of the Second Tranche September 2026 Pre-Funded Warrants to the extent a purchaser would own more than 4.99% of the outstanding Common Stock immediately after exercise. A holder may increase or decrease this percentage with respect to Second Tranche September 2026 Pre-Funded Warrants to a percentage not in excess of 9.99%, except that any such increase shall require at least 61 days' prior notice to the Company.

The foregoing descriptions of each of the Note Purchase Agreement, Second Tranche September 2026 OID Notes and the Second Tranche September 2026 Pre-Funded Warrants does not purport to be complete and are qualified in their entirety by reference to the full text of such agreements and instruments, copies of which are filed as Exhibits 10.1, 4.1 and 4.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 of this Current Report on Form 8-K relating to the September 2026 OID Notes is incorporated by reference into this Item 2.03.

CSO Advance

On September 28, 2026, the Company's Chief Strategy Officer (CSO), Luisa Ingargiola, advanced the Company $20,000 so that the Company would timely make a loan payment under its Business Loan and Security Agreement with Agile Funding. The Company repaid this advance in October 2026.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth under Item 1.01 of this Current Report on Form 8-K relating to the September 2026 Pre-Funded Warrant, the Second Tranche September 2026 Pre-Funded Warrant Shares and the Purchase Agreement is incorporated by reference into this Item 3.02. No proceeds were received upon issuance of the Second Tranche Pre-Funded Warrants. The Second Tranche September 2026 Pre-Funded Warrant, and the Second Tranche September 2026 Pre-Funded Warrant Shares, have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws and were offered and sold, or will be issued, in reliance upon exemptions from the registration requirements of the Securities Act, including Section 4(a)(2) of the Securities Act and/or Rule 506(b) of Regulation D promulgated thereunder, and applicable state securities laws.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The exhibit listed in the following Exhibit Index is filed as part of this Current Report on Form 8-K.

Exhibit

No.	Description of Exhibit
4.1	Form of Second Tranche September 2026 OID Note
4.2	Form of Second Tranche September 2026 Pre-Funded Warrant
10.1*	Form of Note Purchase Agreement
104#	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* The schedules (and similar attachments) to this exhibit have been omitted from this filing pursuant to Item 601(b)(10) of Regulation S-K. The Company agrees to furnish a supplemental copy of any omitted schedule (or similar attachment) to the Securities and Exchange Commission upon request.

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.

Date: October 2, 2026

Change Agents Corporation

/s/ Sam Knipper

Sam Knipper
Chief Financial Officer

Exhibit 4.1

THIS SECURITY HAS NOT 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 AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITY.

Original Issue Date: September 30, 2026

$_____ Principal
$_____ Purchase Price
$_____ Original Issue Discount

ORIGINAL ISSUE DISCOUNT

PROMISSORY NOTE

THIS ORIGINAL ISSUE DISCOUNT PROMISSORY NOTE is duly authorized and validly issued at an original issue discount by**CHANGE AGENTS CORPORATION**, a Delaware corporation (the "Company") (the "Note").

FOR VALUE RECEIVED, the Company promises to pay to C/M Capital Master Fund, LP (the "Holder"), the principal sum of**$_____** on the date that is the **nine** month anniversary of the Original Issue Date (the "Maturity Date") or such earlier date as this Note is required or permitted to be repaid as provided hereunder, and to pay interest to the Holder on the aggregate and then outstanding principal amount of this Note in accordance with the provisions hereof. This Note is one of a series of Notes issued pursuant to the Purchase Agreement in the aggregate principal amount of _____. This Note is subject to the following additional provisions:

Section 1. Definitions. For the purposes hereof, (a) capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement and (b) the following words and phrases shall have the following meanings:

"Bankruptcy Event" means any of the following events: (a) the Company or any Subsidiary thereof commences a case or other proceeding under any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction relating to the Company or any Subsidiary thereof, (b) there is commenced against the Company or any Subsidiary thereof any such case or proceeding that is not dismissed within 30 days after commencement, (c) the Company or any Subsidiary thereof is adjudicated insolvent or bankrupt or any order of relief or other order approving any such case or proceeding is entered, (d) the Company or any Subsidiary thereof suffers any appointment of any custodian or the like for it or any substantial part of its property that is not discharged or stayed within 30 calendar days after such appointment, (e) the Company or any Subsidiary thereof makes a general assignment for the benefit of creditors, (f) the Company or any Subsidiary thereof calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts or (g) the Company or any Subsidiary thereof, by any act or failure to act, expressly indicates its consent to, approval of or acquiescence in any of the foregoing or takes any corporate or other action for the purpose of effecting any of the foregoing.

"Change of Control Transaction" means the occurrence after the date hereof of any of (a) an acquisition after the date hereof by an individual or legal entity or "group" (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock of the Company, by contract or otherwise) of in excess of 50% of the voting securities of the Company, (b) the Company merges into or consolidates with any other Person, or any Person merges into or consolidates with the Company and, after giving effect to such transaction, the shareholders of the Company immediately prior to such transaction own less than 50% of the aggregate voting power of the Company or the successor entity of such transaction, (c) the Company sells or transfers all or substantially all of its assets to another Person, (d) a replacement at one time or within a three year period of more than one-half of the members of the Board of Directors which is not approved by a majority of those individuals who are members of the Board of Directors on the Original Issue Date (or by those individuals who are serving as members of the Board of Directors on any date whose nomination to the Board of Directors was approved by a majority of the members of the Board of Directors who are members on the date hereof), or (e) the execution by the Company of an agreement to which the Company is a party or by which it is bound, providing for any of the events set forth in clauses (a) through (d) above.

"Common Stock" shall have the meaning ascribed to "Common Stock" in the Purchase Agreement.

"Common Stock Equivalents" shall have the meaning ascribed to "Common Stock Equivalent" in the Purchase Agreement.

"Default Interest Rate" shall have the meaning set forth in Section 2(a).

"Event of Default" shall have the meaning set forth in Section 5(a).

"Exchange Act" shall have the meaning set forth in the Purchase Agreement.

"Indebtedness" shall have the meaning set forth in the Purchase Agreement.

"Liens" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

"Mandatory Default Amount" means the sum of **125**% of the aggregate of (i) the outstanding principal amount of this Note and the accrued and unpaid interest thereon, including default interest, and (ii) all other amounts, costs, expenses and liquidated damages due in respect of this Note.

"Note Register" shall have the meaning set forth in Section 3(c).

"Original Issue Date" means the date of the first issuance of this Note, regardless of any transfers of this Note and regardless of the number of instruments which may be issued to evidence this Note.

"Permitted Indebtedness" means ((i) trade payables incurred in the ordinary course of business consistent with past practice; (ii) Indebtedness existing as of the applicable Closing Date and disclosed on Schedule 5(e) to the Purchase Agreement; (iii) equipment financing and capital lease obligations not exceeding $100,000 in the aggregate at any time outstanding; (iv) Indebtedness in an amount of up to $250,000 and (v) any Indebtedness issued to any Holder (or its designees).

"Permitted Lien" means the individual and collective reference to the following: (a) Liens for taxes, assessments and other governmental charges or levies not yet due or Liens for taxes, assessments and other governmental charges or levies being contested in good faith and by appropriate proceedings for which adequate reserves (in the good faith judgment of the management of the Company) have been established in accordance with GAAP, (b) Liens imposed by law which were incurred in the ordinary course of the Company's business, such as carriers', warehousemen's and mechanics' Liens, statutory landlords' Liens, and other similar Liens arising in the ordinary course of the Company's business, and which (x) do not individually or in the aggregate materially detract from the value of such property or assets or materially impair the use thereof in the operation of the business of the Company and its consolidated Subsidiaries or (y) are being contested in good faith by appropriate proceedings, which proceedings have the effect of preventing for the foreseeable future the forfeiture or sale of the property or asset subject to such Lien, (c) Liens incurred in connection with Permitted Indebtedness under clauses (a) through (d) thereunder.

"Person" shall have the meaning set forth in the Purchase Agreement.

"Purchase Agreement" means the Note Purchase Agreement, dated as of the date hereof, between the Company and the Purchasers, as amended, modified or supplemented from time to time in accordance with its terms.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, and the rules and regulations promulgated thereunder.

"VWAP" has the meaning ascribed to it in the Purchase Agreement.

Section 2. Interest/Repayment.

(a) Interest. Interest shall accrue to the Holder on the aggregate then outstanding principal amount of this Note at the rate of **7%** per annum, calculated on the basis of a 360-day year and shall accrue daily commencing on the Original Issue Date until payment in full of the outstanding principal, together with all accrued and unpaid interest, liquidated damages and other amounts which may become due hereunder, has been made. During the existence of an Event of Default, interest shall accrue at the lesser of (i) the rate of **15%** per annum, or (ii) the maximum amount permitted by law (the lesser of clause (i) or (ii), the "Default Interest Rate"). Interest shall be due on the first Trading Day of each calendar month during the existence of an Event of Default. Once an Event of Default is cured, the interest rate shall return to **7%**. Absent an Event of Default, all accrued and unpaid Interest shall be payable on the Maturity Date.

(b) Prepayment. Before the Maturity Date, all amounts due and owing hereunder, including all accrued and unpaid interest, may be repaid by the Company upon five days' prior written notice to the Holder in an amount equal to 105% of all amounts due and owing hereunder, including all accrued and unpaid interest, on such repayment date.

Section 3. Registration of Transfers and Exchanges.

(a) Different Denominations. This Note is exchangeable for an equal aggregate principal amount of Notes of different authorized denominations, as requested by the Holder surrendering the same. No service charge or other fees will be payable for such registration of transfer or exchange.

(b) Investor Representations. This Note has been issued subject to certain investment representations of the original Holder of this Note set forth in the Purchase Agreement and may be transferred or exchanged only in compliance with the Purchase Agreement and applicable federal and state securities laws and regulations.

(c) Reliance on Note Register. Prior to due presentment for transfer to the Company of this Note, the Company and any agent of the Company may treat the Person in whose name this Note is duly registered on the Note Register as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note is overdue, and neither the Company nor any such agent shall be affected by notice to the contrary.

Section 4. Negative Covenants. As long as any portion of this Note remains outstanding, the Company shall not, and shall not permit any of the Subsidiaries to, directly or indirectly, take any of the following actions without the prior written consent of Holders holding a majority in principal amount of all Notes then outstanding; provided, however, that the prior written consent of the Holder of this Note shall also be required for any action described in clause (b) that materially and adversely affects the rights of the Holder of this Note or any action described in clause (d) that affects the Company's payment obligations to the Holder of this Note:

(a) other than Permitted Indebtedness and Permitted Liens, (i) incur, assume, guarantee or suffer to exist any indebtedness for borrowed money, or (ii) create, incur or suffer to exist any Liens, in each case on or with respect to any of its property or assets now owned or hereafter acquired;

(b) amend its charter documents, including its certificate of incorporation and bylaws, in any manner that materially and adversely affects any rights of the Holder of this Note (stock splits and increases in authorized Common Stock excluded), or issue equity securities with such effect;

(c) purchase or otherwise acquire more than a de minimis number of shares of its Common Stock or Common Stock Equivalents;

(d) repay any Indebtedness other than this Note or Permitted Indebtedness, if at such time or after giving effect to such payment any Event of Default exists or the Company cannot satisfy its obligations to the Holder of this Note;

(e) pay cash dividends or distributions on any equity securities of the Company;

(f) enter into any transaction with any Affiliate that would require public disclosure under the Securities Act or Exchange Act, unless on arm's-length terms and approved by a majority of disinterested directors; or

(g) enter into any agreement with respect to any of the foregoing.

Section 5. Events of Default.

(a) "Event of Default" means the occurrence of any one or more of the following events, but only upon delivery by the Holder of this Note to the Company of written notice declaring such event to constitute an Event of Default (a "Default Declaration") (and regardless of whether voluntary or involuntary, or effected by operation of law or pursuant to any judgment, decree or order of any court or governmental body):

(i) any default in the payment of (A) principal or interest under this Note or any other Indebtedness, or (B) late fees, liquidated damages or other amounts owing to the Holder of this Note, in each case as and when due and payable (whether on the Maturity Date, by acceleration or otherwise); provided that, solely with respect to clause (B), no Event of Default shall occur if such default is cured within five Trading Days;

(ii) the Company fails to observe or perform any covenant or agreement contained in this Note or any Transaction Document (other than payment obligations covered by clause (i)), and such failure continues uncured for 10 Trading Days after the earlier of (A) written notice from the Holder of this Note or (B) the Company becoming aware of such failure;

(iii) a default or event of default occurs under any material agreement, lease, document or instrument to which the Company or any Subsidiary is a party (other than the Transaction Documents, which are covered by clause (ii)), and such default continues beyond any applicable cure period;

(iv) any representation or warranty made in this Note, any Transaction Document, or any report, financial statement or certificate delivered to the Holder of this Note is untrue or incorrect in any material respect as of the date made, and such breach is not cured (if curable) within 10 Trading Days after the earlier of (A) written notice from the Holder of this Note or (B) the Company becoming aware of such breach;

(v) the Company or any Subsidiary becomes subject to a Bankruptcy Event;

(vi) any levy, seizure, attachment, or uninsured loss or damage affecting property of the Company or any Subsidiary with an aggregate fair value or repair cost exceeding $100,000, which is not set aside, bonded or discharged within 10 days;

(vii) any monetary judgment, writ or similar final process is entered against the Company, any Subsidiary or their property for more than $100,000, and remains unvacated, unbonded or unstayed for 10 days;

(viii) a material adverse effect occurs with respect to the Company or any Subsidiary;

(ix) any provision of any Transaction Document ceases to be valid, binding or enforceable (other than pursuant to its express terms), or the Company or any Subsidiary contests, or commences proceedings to establish the invalidity or unenforceability of, or denies in writing any liability under, any Transaction Document;

(x) the Company fails to use the net proceeds in accordance with the Purchase Agreement;

(xi) the Common Stock is suspended from trading by the SEC, or is not listed or quoted on a Trading Market for 10 Trading Days after notice from the Holder of this Note, or transfers of Common Stock through the Depository Trust Company System become unavailable or subject to a "chill";

(xii) the Company becomes a party to any Change of Control Transaction or agrees to sell or dispose of all or more than 50% of its assets (whether or not constituting a Change of Control Transaction) provided, that it is understood and agreed that the conversion of the Company's Series E Non-Voting Convertible Preferred Stock issued to holders of RPM Interactive, Inc. pursuant to the merger completed in December 2025 shall not constitute a Change of Control Transaction;

(xiii) the Company fails to deliver any shares or securities required under the Transaction Documents by the second Trading Day after receipt of notice (unless caused by the action or inaction of the Holder of this Note), or announces an intention not to honor such delivery obligations;

(xiv) the Company fails to comply in any material respect with Exchange Act reporting requirements (including becoming delinquent in any filing, taking into account any extension under Rule 12b-25), or ceases to be subject to Exchange Act reporting requirements;

(xv) the Company incurs, assumes, guarantees or otherwise becomes liable for any Indebtedness other than Permitted Indebtedness;

(xvi) the Company makes a false or inaccurate certification (including any deemed certification) as to whether any Event of Default has occurred;

(xvii) a Lien other than a Permitted Lien is imposed on assets of the Company or any Subsidiary and is not dissolved within 10 calendar days;

(xviii) the Company fails to deliver the original Note to the Holder of this Note within five Trading Days of the Closing;

(xix) the Company provides material non-public information to the Holder of this Note without the prior written consent of the Holder of this Note;

(xx) the Company restates any financial statements filed pursuant to the Securities Act or Exchange Act for any period from two years prior to the Original Issue Date through the date this Note is no longer outstanding, and if the VWAP on the Trading Day following public announcement of such restatement is 20% or more below the VWAP on the prior Trading Day (for announcements made before 4:00 p.m. New York time, the "next Trading Day" means either the day of announcement or the following Trading Day); or

(xxi) the Company or a Subsidiary enters into a Variable Rate Transaction or similar transaction prohibited under the Purchase Agreement without the prior written consent of the Holder of this Note.

(b) Remedies Upon Event of Default. Upon the delivery of a Default Declaration by the Holder of this Note in accordance with Section 5(a), the outstanding principal amount of this Note, plus all accrued interest, liquidated damages and other amounts owing hereunder, shall become, at the election of the Holder of this Note, immediately due and payable in cash at the Mandatory Default Amount; provided that if the Company's Common Stock is listed on a national securities exchange at the time of such Event of Default, the Mandatory Default Amount shall be reduced to 100%. The Company hereby waives presentment, demand, protest and all other notices of any kind in connection with such acceleration. Such acceleration may be rescinded by the Holder of this Note at any time prior to payment, without prejudice to any subsequent Event of Default.

(c) Interest Rate Upon Event of Default. Commencing upon the delivery of a Default Declaration and until such Event of Default is cured or waived by the Holder of this Note, this Note shall accrue interest at an interest rate equal to the Default Interest Rate.

(d) Notice of Potential Default. Upon learning of any event described in Section 5(a)(i) through (xxi) with respect to this Note, the Company shall within two Trading Days deliver written notice thereof via facsimile or electronic mail and overnight courier (with next day delivery specified) to the Holder of this Note.

Section 6. Miscellaneous.

(a) Notices. All notices, offers, acceptance and any other acts under this Note (except payment) shall be in writing, and shall be sufficiently given if delivered to the addressees in person, email, followed by FedEx or similar receipted next day delivery, as follows:

If to the Company: Change Agents Corporation
4400 Route 9 South, Suite 3100
Freehold, NJ 07728
Email: sam@changeagentscorp.com
Attention: Sam Knipper

with a copy to:
(which shall not constitute notice)

Sheppard Mullin Richter & Hampton
30 Rockefeller Plaza, 38th Floor
New York, NY 10112
Email: rafriedman@sheppard.com
Attention: Richard Friedman

If to the Holder: To the address designated for such Holder on the Issuance Schedule to the Purchase Agreement.

or to such other address as any of them, by notice to the other may designate from time to time. Time shall be counted to, or from, as the case may be, the date of delivery.

(b) Absolute Obligation. Except as expressly provided herein, no provision of this Note shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, liquidated damages and accrued interest and late fees, as applicable, on this Note at the time, place, and rate, and in the coin or currency, herein prescribed. This Note is a direct debt obligation of the Company.

(c) Lost or Mutilated Note. If this Note shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the principal amount of this Note so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of this Note, and of the ownership hereof, reasonably satisfactory to the Company.

(d) Exclusive Jurisdiction; Governing Law; Prevailing Party Attorneys' Fees. All questions concerning the construction, validity, enforcement and interpretation of this Note and venue shall be governed by and construed and enforced in accordance with Section 6(a) of the Purchase Agreement. If any party shall commence an Action or Proceeding to enforce or otherwise relating to this Note, then, in addition to the other obligations of the Company elsewhere in this Note, the prevailing party in such action or proceeding shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such Action or Proceeding.

(e) Waiver. Any waiver by the Company or the Holder of this Note of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Note. The failure of the Company or the Holder of this Note to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Note on any other occasion. Any waiver by the Company or the Holder of this Note must be in writing.

(f) Severability. If any provision of this Note is invalid, illegal or unenforceable, the balance of this Note shall remain in effect. If any interest or other amount due hereunder violates applicable usury law, the applicable rate shall automatically be reduced to the maximum permitted rate. The Company waives the benefit of any stay, extension or usury law that would prohibit or forgive payment of any portion of the principal or interest on this Note.

(g) Remedies and Injunctive Relief. All remedies under this Note and the Transaction Documents are cumulative and in addition to any remedies at law or in equity. The Company acknowledges that a breach of its obligations hereunder will cause irreparable harm to the Holder and agrees that the Holder shall be entitled to injunctive relief without the necessity of showing economic loss or posting any bond. The Company shall provide all information and documentation reasonably requested by the Holder to confirm the Company's compliance with this Note.

(h) Next Trading Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Trading Day, such payment shall be made on the next succeeding Trading Day.

(i) Headings. The headings contained herein are for convenience only, do not constitute a part of this Note and shall not be deemed to limit or affect any of the provisions hereof.

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

CHANGE AGENTS CORPORATION

By: _____
Name: Sam Knipper
Title: Chief Financial Officer

Exhibit 4.2

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 (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 AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

PRE-FUNDED COMMON STOCK PURCHASE WARRANT

CHANGE AGENTS CORPORATION

Warrant Shares: _____ Original Issuance Date: September 30, 2026

THIS PRE-FUNDED COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, **WVP EMERGING MANAGER ONSHORE FUND, LLC – C/M CAPITAL SERIES**, a Delaware limited liability company (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 September 30, 2026 (the "Initial Exercise Date") and on or prior to 5:00 p.m. (New York, NY time) on a date which is five years from the Original Issuance Date (the "Termination Date") but not thereafter, to subscribe for and purchase from **CHANGE AGENTS CORPORATION**, a Delaware corporation or its assigns (the "Company"), up to _____ shares of Common Stock (as subject to adjustment hereunder, the "Warrant Shares"). The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. Capitalized words and terms used and not otherwise defined herein and which are not otherwise descriptive shall have the meanings set forth in that certain Note Purchase Agreement (the "Purchase Agreement"), dated September 30, 2026 by and between the Company and the Holder.

Section 2. Exercise.

(a) Exercise of Warrant. Exercise of this Warrant may be made, in whole or in part, at any time on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company of a duly executed Notice of Exercise in the form attached as Exhibit A (the "Notice of Exercise"). Within two Trading Days following exercise, the Holder shall deliver the aggregate Exercise Price by wire transfer unless the cashless exercise procedure in Section 2(c) is specified. No ink-original Notice of Exercise or medallion guarantee shall be required. The Holder shall not be required to physically surrender this Warrant until exercised in full, in which case surrender shall occur within three Trading Days of the final Notice of Exercise. Partial exercises shall reduce the outstanding number of Warrant Shares purchasable hereunder. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the dates of purchase. The Company shall deliver any objection to any Notice of Exercise within two Business Days of receipt; failure to timely object shall be deemed acceptance. **By acceptance of this Warrant, the Holder acknowledges that, following partial exercise, the number of Warrant Shares available for purchase may be less than the amount stated on the face hereof.**

(b) Exercise Price. The aggregate exercise price of this Warrant, except for a nominal exercise price of $0.0001 per Warrant Share (the "**Exercise Price**"), was pre-funded to the Company on or prior to the Initial Exercise Date. No additional consideration (other than the Exercise Price) shall be required to effect any exercise. The Holder shall not be entitled to a refund of any portion of the pre-paid exercise price. The remaining unpaid exercise price per share shall be 0.0001.

(c) Cashless Exercise. This Warrant may also be exercised by means of a "cashless exercise" in which the Holder shall receive a number of Warrant Shares equal to [(A-B) × (X)] ÷ (A), where:

(A) = (i) the VWAP on the Trading Day immediately preceding the Notice of Exercise if delivered on a non-Trading Day or before regular trading hours, (ii) at the Holder's option, either (y) the VWAP on the preceding Trading Day or (z) the Bid Price at the time of execution if the Notice of Exercise is executed during regular trading hours and delivered within two hours thereafter, or (iii) the VWAP on the date of the Notice of Exercise if delivered after the close of regular trading hours on a Trading Day;

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = 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.

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

"Bid Price" 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 a Trading Market, the bid price of the Common Stock for the time in question (or the nearest preceding date) on such Trading Market as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. to 4:02 p.m. (New York, N.Y. time)), (b) if the Common Stock are traded on OTCQB or OTCQX, the volume weighted average sales 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 OTCQB or OTCQX and if prices for the Common Stock are then reported in the "Pink Sheets" 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 the Common Stock as determined by an independent appraiser selected in good faith by the Holder and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

"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 oıThe 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 such Trading Market as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. to 4:02 p.m. (New York, N.Y. time)), (b) if the Common Stock are traded on OTCQB or OTCQX, the volume weighted average sales 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 OTCQB or OTCQX and if prices for the Common Stock are then reported in the "Pink Sheets" 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 the Common Stock as determined by an independent appraiser selected in good faith by the Holder and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

Notwithstanding anything contained herein to the contrary, subject to the Beneficial Ownership Limitation and the Conversion Limitation, on the Termination Date, this Warrant shall be automatically exercised via cashless exercise pursuant to this Section 2(c).

(d) Mechanics of Exercise.

(i) Delivery of Warrant Shares Upon Exercise. The Company shall cause the Warrant Shares purchased hereunder to be transmitted by the Company's share transfer agent (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) if there is no effective registration statement and the Warrant is exercised via cashless exercise at a time when such Warrant Shares would be eligible for resale under Rule 144 by a non-affiliate of the Company, such Warrant Shares are delivered to Holder's broker, and the Company receives a statement from Holder's broker that it has received instructions to sell the Warrant Shares or that it would take responsibility that the sales of the Warrant Shares will only be made if the Warrant Shares are eligible to be sold under 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) three Trading Days after the delivery to the Company of the Notice of Exercise or (ii) one Trading Day after delivery of the aggregate Exercise Price to the Company (such date, the "Warrant Share Delivery Date"). 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 three Trading Days 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, 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 use commercially reasonable efforts to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable.

(ii) Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the Holder's request 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, 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(d)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise.

(iv) Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to deliver the Warrant Shares by the Warrant Share Delivery Date, and if the Holder is required by its broker to purchase Common Stock in the open market to cover a sale of the Warrant Shares which the Holder anticipated receiving (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount by which the Holder's total purchase price (including brokerage commissions) exceeds the product of the number of undelivered Warrant Shares multiplied by the price at which the Holder's sell order was executed, and (B) at the Holder's option, either reinstate the undelivered portion of the Warrant (in which case such exercise shall be deemed rescinded) or deliver the number of Warrant Shares that would have been issued had the Company timely complied. The Holder shall provide written notice of amounts payable and, upon Company request, evidence of such loss. Nothing herein limits the Holder's right to pursue other remedies at law or in equity, including specific performance.

(v) 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.

(vi) 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, all of which shall be paid by the Company. If Warrant Shares are to be issued in a name other than the Holder's, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached as Exhibit B duly executed by the Holder, and the Company may require payment of any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees for same-day processing of any Notice of Exercise and all DTC fees for same-day electronic delivery of the Warrant Shares.

(vii) Closing of Books. The Company will not close its shareholder 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 Common Stock beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of Common Stock which would be issuable upon (i) exercise of the remaining, non-exercised 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 non-converted 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 Common Stock, a Holder may rely on the number of outstanding Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with 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 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 Common Stock then outstanding. In any case, the number of outstanding 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 Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance 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 the Common Stock outstanding immediately after giving effect to the issuance 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 Section 2(e) 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. Notwithstanding anything in this Warrant to the contrary, and in addition to the limitations set forth herein, if Company has not obtained Stockholder Approval, the Company shall not issue a number of Warrant Shares, which when aggregated with all other securities that are required to be aggregated for purposes of Nasdaq Listing Rule 5635(d), would exceed 19.99% of the shares of Common Stock outstanding as of the date of definitive agreement with respect to the first of such aggregated transactions (the "Conversion Limitation"). For purposes of this section, "Stockholder Approval" means such approval as may be required by the applicable rules and regulations of the Nasdaq Stock Market LLC (or any successor entity) from the stockholders of the Company with respect to the issuance of the Warrant Shares hereunder that, when taken together with any other securities that are required to be aggregated with the issuance of the Warrant Shares issued hereunder for purposes of Nasdaq Listing Rule 5635(d), would exceed 19.99% of the issued and outstanding common stock as of the date of definitive agreement with respect to the first of such aggregated transactions.

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 Common Stock (which, for avoidance of doubt, shall not include any Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding Common Stock into a smaller number of shares, or (iv) issues by reclassification of shares of the 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 Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number 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 shareholders 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.

(b) Subsequent Rights Offerings. If the Company grants, issues, or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities, or other property pro rata to holders of Common Stock (other than to employees, consultants, or management) ("Purchase Rights"), then the Holder will be entitled to acquire the aggregate Purchase Rights which the Holder could have acquired if it had held the number of shares acquirable upon complete exercise of this Warrant (disregarding the Beneficial Ownership Limitation) immediately before the record date for such Purchase Rights; provided that to the extent participation would cause the Holder to exceed the Beneficial Ownership Limitation, such Purchase Rights shall be held in abeyance until participation would not result in exceeding the limitation.

(c) Pro Rata Distributions. If the Company declares or makes any dividend or other distribution of assets (or rights to acquire assets) to holders of Common Stock, other than cash (including any distribution of stock, securities, property, or options by way of dividend, spin-off, reclassification, or similar transaction) (a "Distribution"), the Holder shall be entitled to participate to the same extent as if it had held the number of shares acquirable upon complete exercise of this Warrant (disregarding the Beneficial Ownership Limitation) immediately before the record date for such Distribution; provided that to the extent participation would cause the Holder to exceed the Beneficial Ownership Limitation, the portion of such Distribution shall be held in abeyance until participation would not result in exceeding the limitation.

(d) Fundamental Transaction. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock are effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding Common Stock (not including any Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(e) on the exercise of this Warrant), the number of shares of common equity of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(e) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Warrant in accordance with the provisions of this Section 3(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant and the other Transaction Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein.

(e) 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 Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of Common Stock (excluding treasury shares, if any) issued and outstanding.

(f) 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 shareholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company 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 are 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 (as defined below), at least 10 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 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, material, non-public information regarding the Company, the Company shall simultaneously file such notice with the Commission pursuant to a 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.

Section 4. Transfer of Warrant.

(a) Transferability. Subject to compliance with applicable securities laws and the conditions in Section 4(d), this Warrant and all rights hereunder (including any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company together with a written assignment substantially in the form attached hereto and funds sufficient to pay any transfer taxes. Upon such surrender and payment, the Company shall execute and deliver a new Warrant in the name of the assignee in the denominations specified, and shall issue to the assignor a new Warrant evidencing the portion not so assigned. The Holder shall not be required to physically surrender this Warrant unless assigned in full, in which case surrender shall occur within five Trading Days of delivering the assignment form. A properly assigned Warrant may be exercised by a new holder 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 Original 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 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 the 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 or 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 Shareholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a shareholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3.

(b) Loss, Theft, Destruction, or Mutilation of Warrant. 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 shall not require 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. The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock such number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this. 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 and payment in accordance herewith, be duly authorized, validly issued, fully paid and non-assessable 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).

Except as waived or consented to by the Holder, the Company shall not by any action (including amending its charter documents, or through any reorganization, transfer of assets, consolidation, merger, dissolution, or issuance of securities) avoid or seek to avoid the observance or performance of any terms of this Warrant, but will at all times in good faith assist in carrying out such terms and taking such actions as may be necessary to protect the rights of Holder. The Company will (i) not increase the par value of any Warrant Shares above the Exercise Price, (ii) take all action necessary to validly issue fully paid and non-assessable Warrant Shares upon exercise, and (iii) use commercially reasonable efforts to obtain all authorizations, exemptions, or consents from any regulatory body necessary to perform its obligations under this Warrant.

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 thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

(e) Governing Law; Exclusive Jurisdiction. The provisions in the Purchase Agreement relating to governing law and exclusive jurisdiction are incorporated from the Purchase Agreement and apply in all cases.

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

(g) Non-waiver 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. 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 notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Purchase 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 shareholder 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 recovery of damages, will be entitled to 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 waives 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 and the Holder.

(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 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 provision 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.

CHANGE AGENTS CORPORATION

By: _____

Name: Sam Knipper
Title: Chief Financial Officer

EXHIBIT A

NOTICE OF EXERCISE

TO: **CHANGE AGENTS CORPORATION**

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant, 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(c), 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(c).

(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: _____

EXHIBIT B

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:

Phone Number: _____
(Please Print)

Email Address:

Dated: _____ __, _____

Holder's Signature:

Holder's Address:

_____

Warrant Exercise Log

Date	Number of Warrant Shares Available to be Exercised	Number of Warrant Shares Exercised	Number of Warrant Shares Remaining to be Exercised

Exhibit 10.1

NOTE PURCHASE AGREEMENT

THIS **NOTE PURCHASE AGREEMENT** (this "Agreement"), dated as of September 30, 2026 (the "Execution Date"), is entered into by and between **CHANGE AGENTS CORPORATION**, a Delaware corporation (the "Company"), and each of the purchasers identified on the Issuance Schedule, including C/M Capital Master Fund, LP (collectively, the "Purchasers" and each, a "Purchaser"). Each capitalized term used herein shall have the meaning ascribed thereto in Section 7 below, or as otherwise defined herein.

WHEREAS, the Company and the Purchasers are executing and delivering this Agreement in reliance upon an exemption from securities registration afforded by the rules and regulations as promulgated by the United States Securities and Exchange Commission (the "SEC") under the Securities Act of 1933 (the "Securities Act"); and

WHEREAS, each Purchaser desires to purchase and the Company desires to issue and sell, upon the terms and conditions set forth in this Agreement, a promissory note of the Company, in the form attached hereto as Exhibit A, to each Purchaser in the respective principal amount set forth opposite such Purchaser's name on the Issuance Schedule attached hereto (each such note, together with any note issued in replacement thereof or as a dividend thereon or otherwise with respect thereto in accordance with the terms thereof, a "Note" and collectively, the "Notes"); and

WHEREAS, as an inducement to enter into this Agreement, the Company has agreed to issue to the Purchasers, in connection with the applicable Closing or Closings, pre-funded warrants to purchase 100,000 shares of Common Stock (the "Commitment Pre-Funded Warrants") allocated among the Purchasers pro rata based on their respective funding amounts as set forth on the Issuance Schedule, with the aggregate number of Commitment Shares issued to all Purchasers in connection with all Closings provided further that the issuance of the Commitment Shares under the pre-funded warrant will be in compliance with Nasdaq shareholder approval rules.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Purchasers hereby agree as follows:

1. PURCHASE AND SALE OF NOTES.

(a) Closing. On each applicable Closing Date (as defined below), the Company shall sell and issue to each Purchaser, and each Purchaser shall purchase, its respective Note in the principal amount and for the funding amount set forth opposite such Purchaser's name on the Issuance Schedule (each such purchase and sale, a "Closing" and collectively, the "Closings"). The funding amount for each Purchaser shall be as set forth on the Issuance Schedule (each, a "Company Funding Amount" and collectively, the "Company Funding Amounts"). The date on which each Purchaser funds its Note shall be the "Funding Date" applicable to such Purchaser.

(b) Closing Date. The date of the issuance and sale of each Note constituting a Closing pursuant to this Agreement (each, a "Closing Date") shall be the date set forth opposite the applicable Purchaser's name on the Issuance Schedule; provided that, if no date is specified, such Closing Date shall be as soon as practicable after the Execution Date. The Closing Dates may be simultaneous or occur on different dates, in each case as set forth on the Issuance Schedule.

(c) Form of Payment. On the applicable Funding Date, each Purchaser shall deliver its respective funding amount by wire transfer of immediately available funds, in accordance with the Company's written wiring instructions.

2. REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS. Each Purchaser, severally and not jointly, represents and warrants to the Company, solely as to itself, that:

(a) Authorization; Enforcement. This Agreement has been duly and validly authorized by such Purchaser. This Agreement has been duly executed and delivered on behalf of such Purchaser, and this Agreement constitutes a valid and binding agreement of such Purchaser enforceable in accordance with its terms.

(b) Accredited Investor Status. Such Purchaser is (i) an "accredited investor" as that term is defined in Rule 501 of the General Rules and Regulations under the Securities Act by reason of Rule 501(a)(3) (an "Accredited Investor"), (ii) experienced in making investments of the kind described in this Agreement and the related documents, (iii) able, by reason of the business and financial experience of its officers (if an entity) and professional advisors (who are not affiliated with or compensated in any way by the Company or any of its Affiliates or selling agents), to protect its own interests in connection with the transactions described in this Agreement, and the related documents, and (iv) able to afford the entire loss of its investment in its Note.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company represents and warrants to each Purchaser that as of the Execution Date and as of the applicable Closing Date and as of the applicable Funding Date (or as of such other time expressly specified below):

(a) Corporate Governance Compliance:

(i) Issuance of Note. Each Note has been duly authorized and is being validly issued to the applicable Purchaser.

(ii) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and the other Transaction Documents. The execution and delivery of this Agreement and the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action, and no further consent or authorization of the Company or its Board of Directors is required. Each of this Agreement and the other Transaction Documents has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by other equitable principles of general application.

(iii) No Conflicts. Except as set forth on Schedule 3(a)(iii), the execution, delivery and performance of this Agreement and the other Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby will not (a) result in a violation of the Company's or any Subsidiary's certificate or articles of incorporation, by-laws or other organizational or charter documents, (b) conflict with, or constitute a material default of, any agreement, indenture, instrument or any "lock-up" or similar provision of any underwriting or similar agreement to which the Company or any Subsidiary is a party, or (c) result in a violation of any federal, state or local law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations) applicable to the Company or any Subsidiary.

(b) SEC and Offering Compliance:

(i) Brokers. Except as set forth on Schedule 3(b)(i), no broker or finder is entitled to a commission or fee payable by the Company or for which any Purchaser could become liable in connection with the transactions contemplated by this Agreement, and the Company has taken no action which would give rise to any claim by any person for brokerage commissions, finder's fees, transaction fees or similar payments relating to this Agreement or the transactions contemplated hereby. Any and all fees due to any brokers or finders shall be paid and satisfied solely by the Company at or prior to the applicable Closing, and the Company shall indemnify and hold harmless each Purchaser from any claims by any broker or finder claiming a right to payment based on any agreement or arrangement with the Company.

(ii) Regulation D Compliance. With respect to the Notes to be offered and sold hereunder, and subject to and in reliance on the Purchasers' representations and warranties made in Section 2, the Company will satisfy all of the applicable requirements of compliance with Rule 506 under the Securities Act.

(iii) Transfer Taxes. On the applicable Closing Date, all transfer or other taxes (other than income or similar taxes) which are required to be paid in connection with the sale and transfer of the Notes to be sold to the Purchasers hereunder will be, or will have been, fully paid or provided for by the Company, and all laws imposing such taxes will be or will have been complied with.

(iv) SEC Reports; Financial Statements. Except as set forth on Schedule 3(b)(iv), the Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the year preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports"). As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(v) Absence of Certain Changes. Since the date of the latest financial statements included within the SEC Reports, there has been no material adverse change in the business, properties, operations, financial condition or results of operations of the Company or its Subsidiaries, taken as a whole.

(vi) Breach of Representations and Warranties by the Company. If the Company breaches any of the representations or warranties set forth in thisSection 3 in any material respect, and in addition to any other remedies available to any Purchaser pursuant to this Agreement, it will be considered an "Event of Default" under the applicable Note only if such breach is not cured within 10 Business Days after written notice from any Purchaser.

4. GENERAL COVENANTS.

(a) Use of Proceeds. Except as set forth on Schedule 4(a), the Company shall use the net proceeds from the sale of the Notes for general working capital and other general corporate purposes (which may include, without limitation, strategic investments and/or transactions) and for the satisfaction of outstanding debt, provided however, such proceeds shall not be used for the redemption of any Common Stock or Common Stock Equivalents or for the settlement of any outstanding litigation.

(b) Indemnification. Each party (an "Indemnifying Party") agrees to indemnify and hold harmless each other party, its officers, directors, employees, authorized agents, and any controlling Person within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any Damages resulting from any misrepresentation, breach of warranty, or failure to perform any covenant or agreement by the Indemnifying Party under this Agreement; provided that the obligations of the Purchasers under this Section 4(b) are several and not joint, and no Purchaser shall be liable for any act or omission of any other Purchaser.

(c) Certain Expenses and Fees. The Company shall pay all taxes and duties levied in connection with the delivery of the Notes to the Purchasers. In addition, the Lead Investor shall have the right, in its sole discretion, to withhold $2,500 from the Lead Investor's Company Funding Amount and remit such amount directly to the Lead Investor's legal counsel as payment toward the Lead Investor's legal fees and disbursements incurred in connection with this Agreement and the other Transaction Documents. Such withholding shall be non-accountable, and the Lead Investor shall have no obligation to provide the Company with any accounting, invoices, receipts, or other documentation regarding the application of such funds. Any amount so withheld shall be deemed paid by the Company for all purposes under this Agreement.

5. SPECIAL COVENANTS.

(a) Prohibition on MCA Debt. While any portion of any Note remains outstanding, the Company shall not borrow or draw funds under any merchant cash advance or similar cash flow–based financing arrangement.

(b) Filing of Current Report. The Company agrees that it shall, within the time required under the Exchange Act, file with the SEC a report on Form 8-K relating to the transactions contemplated by, and describing the material terms and conditions of, this Agreement (the "Current Report").

(c) Commitment Pre-Funded Warrants. Upon the applicable Closing or Closings, the Company shall issue to the Purchasers (or their respective designees) one or more pre-funded warrants (the "Pre-Funded Warrants") to purchase, allocated pro rata among the Purchasers, a number of shares of Common Stock equal in the aggregate to 100,000 (such shares, the "Pre-Funded Warrant Shares"), at an exercise price of $0.0001 per share, in the form attached hereto as **Exhibit B**. Each Pre-Funded Warrant shall be subject to a beneficial ownership limitation of 4.99% of the Company's outstanding Common Stock (calculated in accordance with Section 13(d) of the Exchange Act). Upon delivery of written notice to the Company, each Purchaser may increase (effective on the 61st day following such notice) or decrease such limitation to any percentage not exceeding 9.99%. Notwithstanding anything in this Agreement to the contrary, and in addition to the limitations set forth herein, if Company has not obtained Stockholder Approval, the Company shall not issue a number of Pre-Funded Warrant Shares, which when aggregated with all other securities that are required to be aggregated for purposes of Nasdaq Listing Rule 5635(d), would exceed 19.99% of the shares of Common Stock outstanding as of the date of definitive agreement with respect to the first of such aggregated transactions (the "Conversion Limitation"). For purposes of this section, "Stockholder Approval" means such approval as may be required by the applicable rules and regulations of the Nasdaq Stock Market LLC (or any successor entity) from the stockholders of the Company with respect to the issuance of the Pre-Funded Warrant Shares under the Pre-Funded Warrants that, when taken together with any other securities that are required to be aggregated with the issuance of the Pre-Funded Warrant Shares issued under this Agreement for purposes of Nasdaq Listing Rule 5635(d), would exceed 19.99% of the issued and outstanding common stock as of the date of definitive agreement with respect to the first of such aggregated transactions.

(d) Most Favored Nation. If at any time while any portion of any Note remains outstanding, the Company issues any non-convertible debt to any third party on terms that are, taken as a whole, more favorable to such third party than those granted to any Purchaser under this Agreement or the applicable Note (including, without limitation, with respect to interest rate, maturity, original issue discount, security, covenants, or fees) (a "Subsequent Financing"), the Company shall provide written notice thereof to each Purchaser within five Trading Days of the closing of such Subsequent Financing, together with a description of the material terms thereof. Each Purchaser shall have 10 Trading Days following receipt of such notice to elect, independently by written notice to the Company, to amend the terms of this Agreement and such Purchaser's Note to incorporate any or all of such more favorable terms, which amendments shall be deemed effective as of the closing date of such Subsequent Financing. An election by one Purchaser shall not bind any other Purchaser. The foregoing shall not apply to (i) issuances of Common Stock or Common Stock Equivalents to employees, officers, directors, or consultants of the Company pursuant to any equity incentive plan duly adopted by the Company's Board of Directors; (ii) securities issued in a firm-commitment underwritten registered public offering; (iii) securities issued in connection with a bona fide strategic transaction approved by the Company's Board of Directors where the primary purpose of such transaction is not the raising of capital; or (iv) the Commitment Shares issued pursuant to Section 5(c).

(e) Prohibition on Debt. From and after the applicable Closing Date, the Company shall not, and shall not permit any Subsidiary to, directly or indirectly, incur, assume, guarantee, or otherwise become liable for any Indebtedness (including, without limitation, merchant cash advances, convertible notes, promissory notes, and similar instruments) without the prior written consent of the Majority Holders, except for: (i) trade payables incurred in the ordinary course of business consistent with past practice; (ii) Indebtedness existing as of the applicable Closing Date and disclosed on Schedule 5(e) hereto; (iii) equipment financing and capital lease obligations not exceeding $100,000 in the aggregate at any time outstanding; (iv) Indebtedness in an net increase amount of up to $250,000 and (v) any Indebtedness issued to any Purchaser (or its designees).

(f) Roll-Over Right. If at any time while any portion of any Note remains outstanding, or upon the occurrence of any future debt or equity financing by the Company (a "Future Financing"), each Purchaser shall have an independent right, exercisable at such Purchaser's sole election, by delivery of written notice to the Company (a "Roll-Over Notice"), to apply all or any portion of the then-outstanding principal amount of such Purchaser's Note, together with all accrued and unpaid interest thereon (the "Roll-Over Amount"), toward the purchase of securities offered in such Future Financing, on the same terms and conditions as are offered to other purchasers in such Future Financing. Upon the Company's receipt of a Roll-Over Notice from a Purchaser: (i) such Purchaser's Note shall be deemed repaid and cancelled to the extent of the Roll-Over Amount, and the Company's obligation to pay the Roll-Over Amount in cash shall be discharged; (ii) the Roll-Over Amount shall simultaneously be applied as purchase consideration for the securities offered in the Future Financing, and such Purchaser shall be entitled to receive such securities as if it were a cash purchaser in such amount; and (iii) if the Roll-Over Amount is less than the entire outstanding principal and accrued interest of such Purchaser's Note, such Note shall continue in effect with respect to the remaining balance. For the avoidance of doubt, the exercise of the Roll-Over Right under this Section 5(f) shall constitute a repayment and cancellation of the applicable portion of such Purchaser's Note followed by a simultaneous new investment by such Purchaser in the Future Financing, and shall not constitute or be deemed to be a "conversion" of such Note into equity or any other security. Such Purchaser's participation in the Future Financing pursuant to this Section shall be documented through the applicable purchase agreement or subscription documents for such Future Financing, and such Purchaser shall execute such documents on the same terms as other purchasers therein. The Company shall provide each Purchaser with written notice of any proposed Future Financing (a "Financing Notice") not less than 10 Trading Days prior to the anticipated closing thereof, including a description of the material terms of such Future Financing. Each Purchaser shall have 10 Trading Days following receipt of the Financing Notice to deliver a Roll-Over Notice. If a Purchaser does not deliver a Roll-Over Notice within such period, such Purchaser shall be deemed to have waived its Roll-Over Right with respect to such Future Financing (but shall retain its Roll-Over Right with respect to any subsequent Future Financing). The Company shall not consummate any Future Financing without first complying with the notice provisions of this Section, unless each Purchaser entitled to receive notice hereunder has waived such notice in writing.

(g) Prohibition on Variable Rate Transactions. From and after the applicable Closing Date until April __, 2027, the Company shall not, and shall not permit any Subsidiary to, directly or indirectly, enter into, assume, guarantee, or otherwise become a party to any Variable Rate Transaction without the prior written consent of the Majority Holders. A violation of this Section shall constitute an immediate Event of Default under the applicable Note without the requirement of any notice or cure period.

(h) Reservation of Common Stock. Within five Business Days following the applicable Closing, the Company shall reserve and keep available out of its authorized and unissued shares of Common Stock, solely for the purpose of effecting the exercise of the Pre-Funded Warrants, a number of shares of Common Stock equal to 100% of the maximum number of shares of Common Stock then issuable upon exercise in full of all outstanding Pre-Funded Warrants held by the Purchaser (without regard to any exercise limitations set forth therein, including the Beneficial Ownership Limitation and the Conversion Limitation) (the "Required Reserve Amount"). The Company shall at all times thereafter maintain reserved shares in an amount not less than the Required Reserve Amount, as adjusted from time to time to reflect adjustments to the number of shares issuable upon exercise of the Pre-Funded Warrants in accordance with their terms. If at any time the number of authorized and unissued shares of Common Stock available for reservation is insufficient to satisfy the Required Reserve Amount, the Company shall promptly take all corporate action necessary to increase the Company's authorized shares of Common Stock to an amount sufficient to permit the reservation and issuance of the Required Reserve Amount, including, without limitation, calling a special meeting of stockholders or soliciting written consents for such purpose within 60 calendar days of such insufficiency. Any failure by the Company to comply with this Section 5(h) that remains uncured for 10 Business Days after written notice from any Purchaser shall constitute an Event of Default under each affected Note. For the avoidance of doubt, the "Required Reserve Amount" shall include the pre-funded warrants previously issued to the Purchaser on or about August 14, 2026.

(i) Reservation Letter. Within two Business Days following the Company's compliance with Section 5(h), the Company shall deliver to each Purchaser a letter from the Company's transfer agent (the "Reservation Letter"), in form and substance satisfactory to such Purchaser, confirming that the Transfer Agent has reserved a number of shares of Common Stock equal to the Required Reserve Amount. The Reservation Letter shall specify the aggregate number of shares so reserved and confirm that such shares are authorized, unissued and free from any prior reservation or commitment. The Company shall deliver an updated Reservation Letter to each Purchaser promptly, and in any event within five Business Days, following any adjustment to the Required Reserve Amount. Any failure by the Company to deliver the Reservation Letter or any updated Reservation Letter as required by this Section 5(i) that remains uncured for 10 Business Days after written notice from any Purchaser shall constitute an Event of Default under each affected Note.

(j) Breach of Covenants. Any material breach by the Company of any covenant in Section 4, this Section 5, or elsewhere in this Agreement that remains uncured for 10 Business Days after written notice from any Purchaser shall constitute an Event of Default under each affected Note.

6. GOVERNING LAW; MISCELLANEOUS.

(a) Governing Law/Jurisdiction/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws. Each party hereby irrevocably submits that any dispute, controversy or claim arising out of or relating to this Agreement, shall be submitted to the exclusive jurisdiction of the state courts of the State of Delaware and the United States District Court for the District of Delaware. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. The prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney's fees and costs. In the event that any provision of this Agreement or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement or any other Transaction Document by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

(b) **JURY TRIAL WAIVER. THE COMPANY AND EACH PURCHASER HEREBY WAIVE A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THE TRANSACTION DOCUMENTS.**

(c) Counterparts; Signatures by Electronic Mail. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties. This Agreement, once executed by a party, may be delivered to the other parties hereto by electronic mail transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

(d) Headings. The headings of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement.

(e) Severability. In the event that any provision of this Agreement or of any of the Transaction Documents is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

(f) Entire Agreement; Amendments. This Agreement and the instruments referenced herein, and the Transaction Documents, contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor any Purchaser makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be waived or amended other than by an instrument in writing signed by the Company and the Majority Holders; provided, however, that no such waiver or amendment may, without the written consent of the Purchaser adversely affected thereby, amend, waive, or otherwise adversely affect the economic rights of such Purchaser under its Note.

(g) Notices. Any notices, consents, demands, requests, waivers or other communications required or permitted to be given under the terms of this Agreement or the Notes must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by electronic mail (provided that such sent email is kept on file (whether electronically or otherwise) by the sending party and the sending party does not receive an automatically generated message from the recipient's email server that such e-mail could not be delivered to such recipient; or (iii) one Trading Day after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the party to receive the same. The mailing addresses and e-mail addresses for such communications shall be:

If to the Company:

Change Agents Corporation
4400 Route 9 South, Suite 3100
Freehold, NJ 07728
Email: sam@changeagentscorp.com
Attention: Sam Knipper

With a copy to (which shall not constitute notice or service of process):

Sheppard Mullin Richter & Hampton
30 Rockefeller Plaza, 38th Floor
New York, NY 10112
Email: rafriedman@sheppard.com
Attention: Richard Friedman

If to any Purchaser: At the mailing address and e-mail address set forth opposite such Purchaser's name on the Issuance Schedule.

Any party hereto may from time to time change its address or e-mail for notices under this Section 6(g) by giving at least 10 days' prior written notice of such changed address to the other parties hereto.

(h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Neither the Company nor any Purchaser shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the Company (in the case of an assignment by a Purchaser) or the affected Purchaser or Purchasers (in the case of an assignment by the Company). Notwithstanding the foregoing, each Purchaser may independently assign its rights hereunder and under its Note to any person that purchases such Purchaser's Note in a private transaction from such Purchaser or to any of its "Affiliates," as that term is defined under the Exchange Act, without the consent of the Company or any other Purchaser.

(i) Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto, the Purchasers and their respective Affiliates, and their respective permitted successors and assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

(j) Survival. The representations, warranties, agreements and covenants in this Agreement shall survive the Closings and the termination or satisfaction of the Notes for the longest period allowable under applicable law. Each party agrees to indemnify and hold harmless each other party and its officers, directors, employees and agents for any loss or damage arising from any breach by such party of its representations, warranties, covenants or obligations under this Agreement, including advancement of expenses as incurred.

(k) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(l) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

(m) Remedies.

(i) The Company acknowledges that a breach of its obligations hereunder will cause irreparable harm to each Purchaser. Accordingly, each Purchaser shall be entitled to injunctive relief and specific performance without the necessity of showing economic loss or posting any bond, in addition to all other remedies at law or in equity.

(ii) The Company shall reimburse each Purchaser for all costs, fees, expenses and attorneys' fees incurred in connection with any action to enforce such Purchaser's rights under this Agreement.

7. DEFINED TERMS. As used in this Agreement, the following terms shall have the following meanings specified or indicated (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Common Stock" means the common stock of the Company, par value $0.001 per share.

"Common Stock Equivalent" means any securities of the Company entitling the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Damages" shall mean any loss, claim, damage, liability, cost and expense (including, without limitation, reasonable attorneys' fees and disbursements and costs and expenses of expert witnesses and investigation).

"Exchange Act" shall mean the Securities Exchange Act of 1934, and the rules and regulations promulgated thereunder.

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, or other similar instruments, (c) all obligations of such Person in respect of letters of credit, bankers' acceptances, or other similar instruments (or reimbursement obligations with respect thereto), (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade payables incurred in the ordinary course of business), (e) all obligations of such Person as lessee under capital leases or finance leases, (f) all indebtedness of others secured by a lien on any asset of such Person, whether or not such indebtedness is assumed by such Person, (g) all indebtedness of others guaranteed by such Person, (h) all obligations of such Person under any merchant cash advance, revenue-based financing, or similar cash flow–based financing arrangement, and (i) all obligations of such Person under any convertible notes, promissory notes, or similar debt instruments.

"Lead Investor" means C/M Capital Master Fund, LP. The Lead Investor has no special rights, powers, or duties beyond those of any other Purchaser under this Agreement, except as may be expressly set forth herein (and there are none).

"Majority Holders" means the Purchasers holding Notes representing more than 50% of the aggregate outstanding principal amount of all Notes then outstanding.

"Note" means each promissory note of the Company issued to a Purchaser pursuant to this Agreement in the principal amount set forth opposite such Purchaser's name on the Issuance Schedule, together with any note issued in replacement thereof or as a dividend thereon or otherwise with respect thereto in accordance with its terms, and "Notes" means all such notes collectively.

"Person" means an individual, a corporation, a partnership, an association, a trust or other entity or organization, any other entity, including a government or political subdivision or an agency or instrumentality thereof.

"Purchaser" means each purchaser identified on the Issuance Schedule, and "Purchasers" means all such purchasers collectively.

"Subsidiary" or "Subsidiaries" means any Person in which the Company, directly or indirectly, owns or controls more than 50% of the outstanding voting securities or similar voting interests, or otherwise has the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Trading Day" shall mean a day on which the Trading Market shall be open for business.

"Trading Market" means the Nasdaq Stock Market.

"Transaction Documents" shall mean this Agreement, the Notes, Pre-Funded Warrant, and all schedules, exhibits, and ancillary documents executed and delivered in connection herewith or therewith.

"Variable Rate Transaction" means any transaction, agreement, or arrangement pursuant to which the Company or any Subsidiary (a) issues or sells any debt or equity securities that are convertible into, exchangeable for, or otherwise entitle the holder thereof to receive additional shares of Common Stock or Common Stock Equivalents at a conversion, exercise, or exchange rate or price that is based upon or varies with the trading price of the Common Stock or any other variable pricing mechanism, (b) enters into any interest rate swap, floating rate note, adjustable-rate loan, or similar agreement or instrument in which the interest rate, payment amount, or other material economic term is tied to a floating rate, benchmark rate (including SOFR, prime rate, or any successor benchmark), or other variable measure, (c) enters into any merchant cash advance, revenue-based financing, or similar cash flow–based financing arrangement in which the repayment amount, factor rate, or payment schedule varies based on the Company's revenue, receivables, or other variable performance metric, or (d) enters into any other financing, hedging, or similar arrangement that is substantially similar in structure or economic effect to the foregoing. For the avoidance of doubt, "Variable Rate Transaction" shall include, without limitation, equity lines of credit, at-the-market offerings with variable pricing, and any transaction in which the Company may issue securities at a future-determined price based on a discount to market price or a formula tied to the trading price of the Common Stock.

Signature Page Follows

IN WITNESS WHEREOF, the Purchasers and the Company have caused their respective signature pages to this Note Purchase Agreement to be duly executed as of the Execution Date.

COMPANY:

CHANGE AGENTS CORPORATION

By: _____
Name: Sam Knipper
Title: Chief Financial Officer

PURCHASERS:

C/M CAPITAL MASTER FUND, LP

By: _____
Name: Thomas Walsh
Title: General Partner

WVP Emerging Manager Onshore Fund, LLC – C/M Capital Series

By: _____
Name: Thomas Walsh
Title: Manager

ISSUANCE SCHEDULE

WVP Emerging Manager Onshore Fund, LLC – C/M Capital Series
Funding Amount: $52,727
Principal: $59,055

1111 Brickell Avenue, Suite 2920
Miami, FL 33131

C/M Capital Master Fund, LP
Funding Amount: $237,273
Principal: $265,745

1111 Brickell Avenue, Suite 2920
Miami, FL 33131

* The funding amount for C/M Capital Master Fund, LP shall be net of $2,500, which the Lead Investor may withhold from its Company Funding Amount and remit directly to the Lead Investor's legal counsel at the Closing for the Lead Investor's legal fees and disbursements incurred in connection with this Agreement and the other Transaction Documents, as contemplated by the Agreement. No amount shall be withheld from the funding amount of WVP Emerging Manager Onshore Fund, LLC – C/M Capital Series.

EXHIBITS

EXHIBIT A – FORM OF NOTE

EXHIBIT B – FORM OF PRE-FUNDED WARRANT

EXHIBIT A

FORM OF NOTE

[Attached.]