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) **November 22, 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.

Series G Preferred Financing

Securities Purchase Agreement

On November 22, 2026, Change Agents Corporation, a Delaware corporation (the "**Company**"), entered into a securities purchase agreement (the "**Purchase Agreement**") with Indigo Capital Investments Ltd., a limited company organized under the laws of the Cayman Islands ("**Indigo**"), pursuant to which the Company agreed to issue and sell to Indigo, in a private placement of its newly created Series G Original Issue Discount Senior Convertible Preferred Stock, par value $0.0001 ("**Series G Preferred**") with a stated value of $1,000 per share of which (i) 4,200 shares of Series G Preferred will be sold at an initial closing (the "**Initial Closing**") for a purchase price of $3,500,000 and (ii) 1,800 shares of Series G Preferred may be sold in a second closing ("**Second Closing**") upon satisfaction of certain conditions for a purchase price of $1,500,000 in a private placement ("**Private Placement**"). The Series G Preferred has a fixed conversion price of $0.90 and includes certain redemption rights payable in cash, or at the Company's shares of its common stock, par value $0.0001 per share, provided it meets certain conditions at the time of such redemption payment as set forth in the description of the Certificate of Designation under Item 5.03 below). Pursuant to the Purchase Agreement, we agreed to issue Indigo 150,000 shares of our common stock (the "**Commitment Shares**"), par value $0.0001 per share ("**Common Stock**") and/or pre-funded warrants to purchase Common Stock ("**Pre-Funded Warrants**") at the Initial Closing. The Initial Closing occurred on November 27, 2026.

The 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 Pre-Funded Warrants are exercised in full. A holder may not exercise any portion of the Pre-Funded Warrants to the extent Indigo 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 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 "**Beneficial Ownership Limitation**"). Notwithstanding the foregoing, following the occurrence and during the continuance of a Triggering Event (as defined in the description of the Certificate of Designation under Item 5.03 below), the Investor may, by written notice to the Company, elect to waive the Beneficial Ownership Limitation, which waiver shall become effective on the later of (i) ninety-first (91st) day after delivery of such notice and (ii) the date on which the Company receives the Change of Control Cap Stockholder Approval (as defined in the Purchase Agreement) required under Nasdaq Rule 5635(b) provided a Triggering Event is then continuing (the "**Beneficial Ownership Waiver**").

The Purchase Agreement includes certain covenants so long as the Series G Preferred is outstanding including limitations on Variable Rate Transactions other than Permitted ELOCs (each as defined in the Purchase Agreement), additional indebtedness, and liens. In addition, the Company granted Indigo a most-favored nations provision and also agreed, at Indigo's request to use 25% of net proceeds of any subsequent financing to redeem outstanding shares of Series G Preferred. The Purchase Agreement includes representations, warranties, and covenants customary for a transaction of this type. The maximum amount of shares of Common Stock that may be issued by conversion and/or redemption of the shares of Series G Preferred issued at the Initial Closing is 25,555,556 shares of Common Stock, based on the floor price (as defined in the description of the Certificate of Designation under Item 5.03 below).

The second closing of the Private Placement (the "**Second Closing**") will on the earlier of (i) ninety (90) days following the effectiveness of the Resale Registration Statement (as defined below) or (ii) 5-busines days after the Company delivers earlier a written notice to accelerate the Second Closing. The Company must satisfy certain Equity Acceleration Conditions set forth in the Purchase Agreement at the time of election through the Second Closing Date, including (i) listing on a Trading Market; (ii) average daily dollar trading volume and closing stock price during the 10-Trading Days prior to the acceleration request of $250,000 and $2.00, respectively and (ii) no Triggering Event has occurred and is continuing. The maximum amount of shares of Common Stock that may be issued by conversion and/or redemption of the shares of Series G Preferred issued at the Initial Closing is 25,555,556 shares of Common Stock, based on the floor price (as defined in the description of the Certificate of Designation under Item 5.03 below).

Registration Rights Agreement

In connection with the Private Placement, the Company entered into a registration rights agreement (the "**Registration Rights Agreement**"), dated as of November 22, 2026, with Indigo, pursuant to which the Company agreed to prepare and file a registration statement (a "**Resale Registration Statement**") with the Securities and Exchange Commission (the "**SEC**") registering the resale of shares of Common Stock underlying the Series G Preferred issued at the Initial Closing as well as the Commitment Shares (issued to Indigo or underling their Pre-Funded Warrant.) no later than 30 days after the date of the Registration Rights Agreement, and to use reasonable best efforts to have the registration statement declared effective as promptly as practical thereafter, and in any event no later than 90 days following the date of the Registration Rights Agreement (or 120 days following the date of the Registration Rights Agreement in the event of a "full review" by the Securities and Exchange Commission) (the "**Initial Registration Statement**"). The Company will be required to file an additional registration statement following the Second Closing (the "**Second Registration Statement**") for the shares underlying the shares of Series G Preferred sold to Indigo at the Second Closing, on the same terms and conditions for filing the Initial Registration Statement.

Irrevocable Transfer Agent Agreement

In connection with the Private Placement, on November 23, 2026, the Company, Indigo, and VStock Transfer, LLC (the "**Transfer Agent**") entered into an Irrevocable Transfer and Instruction Agreement (the "**Irrevocable TA Agreement**"), under which the Company's agrees to the irrevocable instructions to the Transfer Agent to issue shares of Common Stock upon conversion and/or redemption of the Series G Preferred or exercise of any Pre-Funded Warrants. This letters also instructs Transfer Agent shall reserve 9,333,333 shares of Common Stock to provide for the issuance of Common Stock underlying the Series G Preferred and Pre-Funded Warrants in the Private Placement.

The form of the Purchase Agreement, Pre-Funded Warrant, Registration Rights Agreement, and Irrevocable TA Agreement are filed as Exhibits 10.1, 4.1, 10.2, and 10.3, respectively, to this Current Report on Form 8-K, and such documents are incorporated herein by reference. The foregoing is only a brief description of the material terms of the Purchase Agreement, Pre-Funded Warrants, Registration Rights Agreement, and Irrevocable TA Agreement, and does not purport to be a complete description of the rights and obligations of the parties thereunder and is qualified in its entirety by reference to such exhibits.

Armistice Warrant Purchase Agreement

On November 27, 2026, the Company and Armistice Capital Master Fund, Ltd., a Cayman Islands exempted company ("**Armistice**") entered into a Warrant Purchase Agreement (the "**Armistice Warrant Purchase Agreement**") under which it repurchased two (2) common stock purchase warrants to purchase an aggregate of 588,236 shares of Common Stock that the Company originally issued to Armistice under that Securities Purchase Agreement dated February 26, 2026 (the "**Armistice Warrants**") for $250,000 from the Company in full satisfaction of the Armistice Warrants.. In addition, the Company agreed to allow Armistice to retain its Fundamental Transaction rights under Section 3(d) of each of the Armistice Warrants for a period of 8-months following the date of the Armistice Warrant Purchase Agreement despite the Company's repurchase of such securities by the Company

The foregoing description of the Armistice Warrant Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the form of Armistice Warrant Purchase Agreement a copy of which is filed as Exhibit 10.4 to this Current Report on Form 8-K and incorporated herein by reference.

Intracoastal Warrant Purchase Agreement

On November 27, 2026, the Company and Intracoastal Capital, LLC ("**Intracoastal**") entered into a Warrant Purchase Agreement (the "**Intracoastal Warrant Purchase Agreement**") under which it repurchased two (2) common stock purchase warrants to purchase an aggregate of 49,020 shares of Common Stock that the Company originally issued to Armistice under that Securities Purchase Agreement dated February 26, 2026 (the "**Intracoastal Warrants**") for $20,000 from the Company in full satisfaction of the Intracoastal Warrants.. In addition, the Company agreed to allow Intracoastal to retain its Fundamental Transaction rights under Section 3(d) of each of the Intracoastal Warrants for a period of 8-months following the date of the Intracoastal Warrant Purchase Agreement despite the Company's repurchase of such securities by the Company.

The foregoing description of the Intracoastal Warrant Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the form of Intracoastal Warrant Purchase Agreement a copy of which is filed as Exhibit 10.5 to this Current Report on Form 8-K and 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 Cage Note and Cage Exchange Note is incorporated by reference into this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities.

Reference is made to the disclosure set forth under Item 1.01 above, which disclosure is incorporated herein by reference.The (i) shares of Series G Preferred were sold and, upon conversion and/or redemption, the Common Stock thereunder and (ii) Commitment Shares issued to Indigo in the form of 80,000 shares of Common Stock and Pre-Funded Warrants to purchase 70,000 shares of Common Stock (and the shares of Common Stock issuable upon exercise thereof) were issued (and will be issued with respect to the issuance of Common Stock underlying the Series G Preferred Shares and Pre-Funded Warrant Commitment Shares upon conversion/redemption and/or exercise thereof) without registration under the Securities Act, in reliance on the exemptions provided by Section 4(a)(2) of the Securities Act as a transaction not involving a public offering and Rule 506 promulgated under the Securities Act as sales to accredited investors, and in reliance on similar exemptions under applicable state laws.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Series G Preferred Certificate of Designation

Series G Preferred Stock

The information contained above in Item 1.01 is hereby incorporated by reference into this Item 5.03.

Pursuant to the terms of the Purchase Agreement, on March 22, 2026, the Company filed the Certificate of Designation (the "**Certificate of Designation**" or "**Series G COD**") with the Delaware Secretary of State designating 6,000 shares of its authorized and unissued preferred stock as "Series G Original Issue Discount Senior Convertible Preferred Stock" ("**Series G Preferred**"). The Certificate of Designation sets forth the rights, preferences and limitations of the shares of Series G Preferred. Terms not otherwise defined in this item shall have the meanings given in the Certificate of Designation.

Stated Value

Stated Value: the Series G Preferred has a Stated Value of $1,000 per share.

Dividends

The Series G Preferred does not bear dividends, except that, from and after the occurrence and during the continuance of a Triggering Event (as defined below), dividends accrue on the stated value of each outstanding share of Series G Preferred and on any such unpaid amount at a rate of 18% per annum (or, if less, the maximum rate permitted by applicable law). Such default dividends are payable monthly in arrears in cash and, to the extent not paid, are added to the stated value. In addition, holders of Series G Preferred are entitled to receive dividends equal to, and in the same form as, dividends actually paid on the Common Stock, on an as-if-converted basis without regard to the beneficial ownership limitation set forth in the Certificate of Designation.

Voting Rights

Holders of Series G Preferred stock have no voting power except as otherwise required by the Delaware General Corporation Law. However, for so long as any shares of Series G Preferred stock are outstanding, the Company may not, without the affirmative vote of the holders of a majority of the then outstanding shares of Series G Preferred, voting as a separate class, (a) alter or change adversely the powers, preferences or rights of the Series G Preferred Stock, (b) amend its Certificate of Incorporation, bylaws or other charter documents in any manner that adversely affects any rights of the Series G Preferred holders; provided, however, that the Company may amend its Certificate of Incorporation to effect a reverse stock split of the Common Stock if the Company reasonably believes such amendment is necessary to maintain the listing of the Common Stock on the Trading Market, or (c) authorize, create or issue any class or series of capital stock ranking senior to the Series G Preferred as to dividends, redemption or distributions upon Liquidation, or increase the authorized number of shares of Series G Preferred; (d) repay, repurchase or offer to repay or repurchase any shares of Common Stock, Common Stock equivalents or junior securities (other than as set forth in the schedules to the Purchase Agreement), or pay any cash dividends or distributions on junior securities; (e) incur any Indebtedness (other than Permitted Indebtedness) or Lien, enter into any Negative Pledge or Variable Rate Transaction (other than Permitted ELOCs) (each as defined in the Certificate of Designation); (f) enter into any transaction with any Affiliate of the Company that would be required to be disclosed in any public filing with the SEC, unless approved by a majority of the disinterested directors; or enter into any agreement with respect to any of the foregoing

Ranking and Liquidation Rights

Upon a Liquidation (as described below), the Series G Preferred shall rank (i) senior to the Common Stock and any other class or series of capital stock of the Company hereafter created, the terms of which specifically provide that such class or series shall rank junior to the Series G Preferred, (ii) pari passu with any class or series of capital stock of the Company hereafter created specifically ranking, by its terms, on par with the Series G Preferred, and (iii) pari passu with Series C Convertible Preferred Stock, and the Series E Non-Voting Convertible Preferred Stock, each with respect to its rights, preferences and restrictions. Upon any Liquidation (as defined in the Certificate of Designation), each holder of Series G Preferred shall be entitled to receive out of the assets of the Company, before any distribution or payment to the holders of any junior securities, an amount per share of Series G Preferred equal to the greater of (i) the stated value of Series G Preferred plus all accrued and unpaid default dividends and other amounts due hereunder, and (ii) the amount such holder of Series G Preferred would receive if such share were converted into Common Stock immediately prior to such Liquidation at the Fixed Conversion Price (as defined in the Series G COD), without regard to the Beneficial Ownership Limitation, as defined under Item 1.01 above.

Conversion Rights

Upon the election of the holder of the Series G Preferred, the Company will issue to the holder a number of shares of Common Stock equal to the Conversion Amount divided by the Fixed Conversion Price, subject to the Beneficial Ownership Limitation. "**Conversion Amount**" is aggregate Series G Stated Value of the shares of Series G Preferred being converted, together with, subject to the Triggering Event Redemption (as described below), with all accrued but unpaid default dividends and any other amounts due with respect thereto. "**Fixed Conversion Price**" means $0.90, subject to adjustments for share dividends and splits. The Fixed Conversion Price shall apply to all shares of Series G (including shares issued at the Second Closing), regardless of when converted, unless the Triggering Event Redemption Price (as described below) is in effect.

At any time and from time to time after the original issue date of the Series G Preferred, the holder of the Series G Preferred may elect to convert all or any portion of its Series G Preferred in accordance with the terms of the Series G COD.

At the holder's election, set forth in any conversion notice in the Series G COD or in any notice delivered in connection with a share redemption, the Company shall settle all or any portion of such conversion or redemption by delivery of a Pre-Funded Warrant to purchase a number of shares of Common Stock equal to the number of underlying shares otherwise deliverable, with an exercise price of $0.0001 per share, exercisable immediately and until exercised in full, subject to the Beneficial Ownership Limitation.

Upon and during the continuance of a Triggering Event, the Company may request the Beneficial Ownership Waiver, which if it becomes effective (which the Change of Control Cap Stockholder Approval under Nasdaq Rule 5635(b)), then all conversions of Series G Preferred and exercise of the Pre-Funded Warrants will not be subject to the Beneficial Ownership Limitation

Monthly Redemptions

On the 61st day following a Closing Date and each successive nine (9) months thereafter (each, a "**Monthly Redemption Date**"), the Company will be required to make a redemption payment to Indigo in the amount of 1/10th of the aggregate Stated Value of the shares of Series G Preferred issued at a closing which will be $420,000 per month for the shares of Series G Preferred issued the Initial Closing and $180,000 per month for the shares of Series G Preferred issued at the Second Closing (the "**Monthly Redemption Payment**") with respect to outstanding shares of Series G Preferred.

Each Monthly Redemption Amount shall be paid in cash; provided, however, that on and after the first date on which the Initial Resale Registration Statement has been declared effective and remains effective and available for use (the "**Share Redemption Eligibility Date**"), the Company may elect, by written notice delivered to the holder of the Series G Preferred not less than two (2) trading days prior to the applicable Monthly Redemption Date (a "**Share Redemption Notice**"), to pay all or any portion of such Monthly Redemption Amount in shares of Common Stock (a "**Share Redemption**"), but only if the Redemption in Shares Conditions (as defined below) are satisfied (or waived in writing by the holder of the Series G Preferred) on the date of the Share Redemption Notice and on each trading day thereafter through and including the applicable Monthly Redemption Date. Prior to the Share Redemption Eligibility Date, all Monthly Redemption Amounts shall be paid in cash.

"**Redemption in Shares Conditions**" means, with respect to any date of determination, that each of the following conditions is satisfied: (A) the Common Stock is listed on a Trading Market (and is not subject to any suspension of trading or delisting determination); (B) the average daily dollar trading volume of the Common Stock on the Trading Market during the equity conditions measuring period is greater than US$250,000; (C) the closing price on each trading day during the equity conditions measuring period is greater than US$2.00; (D) a Registration Statement covering the resale of all underlying shares of Common Stock issuable in respect of the applicable redemption is effective and available for use; and (E) no Triggering Event (as described below), and no event that with notice or lapse of time or both would constitute a Triggering Event, has occurred and is continuing. Any of the foregoing conditions may be waived in writing by the holder of the Series G Preferred in its sole discretion.

In a Share Redemption, the Company shall deliver to the holder of the Series G Preferred on the Monthly Redemption Date a number of shares of Common Stock equal to the portion of the Monthly Redemption Amount being paid in shares divided by the Redemption Share Price (as defined below). If the price calculated under clause (A) of the definition of Redemption Share Price is less than the floor price of $0.18 (the "**Floor Price**"), subject to adjustment for share dividends and splits, the Company shall pay to the holder of Series G Preferred in cash on the Monthly Redemption Date, in addition to the shares so delivered, an amount equal to (x) the number of shares delivered multiplied by (y) the difference between the Floor Price and such price. If the Redemption in Shares Conditions fail to be satisfied at any time after delivery of a Share Redemption Notice, the applicable Monthly Redemption Amount shall be payable in cash unless the Holder elects in writing to accept shares.

"**Redemption Share Price**" means, (i) with respect to any Monthly Redemption Date, the greater of (A) ninety percent (90%) of the average of the closing prices of the Common Stock for the five (5) consecutive trading days immediately preceding the applicable Monthly Redemption Date, and (B) the Floor Price, and (ii) with respect to calculating any Triggering Event Redemption Price (as described below), the greater of (A) eighty percent (80%) of the average of the closing prices of the Common Stock for the five (5) consecutive trading days immediately preceding the date of such determination, and (B) the Floor Price.

Triggering Event Redemption

At any time after the occurrence and continuation of a Triggering Event (as defined below), the holder may, by written notice to the Company, require the Company to redeem all or any portion of its Series G Preferred in cash at a price per share equal to one hundred twenty-five percent (125%) of the Stated Value (i) less all paid or accrued default dividends and other amounts due hereunder through the date of such written notice, and (ii) plus all unpaid default dividends and other amounts accrued hereunder after the date of such written notice until payment or shares of Common Stock (as set forth below) are received by the holder (the "**Triggering Event Redemption Price**"); provided, however, that upon a Bankruptcy Triggering Event (as defined below), the Triggering Event Redemption Price of all outstanding shares of Series G Preferred shall become immediately due and payable without any notice or action by the holder. The Triggering Redemption Price is payable in cash within five (5) trading days after such notice, or, upon default of such cash payment and at the holder's election, the Company shall pay such Triggering Event Redemption Price by delivering to the holder the number of shares of Common Stock equal to the Triggering Event Redemption Price divided by the Redemption Share Price (as applicable to such Triggering Event Redemption Price). With respect to any such Share Redemptions, no preconditions to issuance, including the Redemption in Shares Conditions, shall apply.

Each of the following shall constitute a "**Triggering Event**":

(i) the Company fails to pay any Monthly Redemption Amount or any other amount when due hereunder any Transaction Document (as defined in the Certificate of Designation) and such failure continues for three (3) Trading Days;

(ii) the Company fails to deliver underlying shares of Common Stock or a Pre-Funded Warrant by the fifth (5th) trading day after the applicable conversion common stock delivery date or Monthly Redemption Date, or announces or states its intention not to honor conversions;

(iii) after the occurrence of a Registration Default (as defined in the Registration Rights Agreement) under the Registration Rights Agreement, the receipt by the Company of notice from the SEC that it will not declare a filed Resale Registration Statement effective (other than during an Allowable Grace Period defined under the Registration Rights Agreement);

(iv) the Common Stock is suspended from trading or fails to be listed on a Trading Market (as defined in the Purchase Agreement) for five (5) consecutive trading days;

(v) the Company fails to reserve the Required Reserve (as defined n the Purchase Agreement amount for ninety (90) days;

(vi) the Company breaches any covenant or other term of any Transaction Document (including Sections 4(c), 4(d) and 4(e) of the Purchase Agreement) and, if curable, such breach is not cured within ten (10) trading days after the earlier of notice from the holder and the Company's knowledge thereof, or any representation or warranty of the Company in any Transaction Document proves to have been untrue in any material respect when made;

(vii) the Company or any Subsidiary (as defined in the Purchase Agreement) of the Company defaults under any Indebtedness (as defined in the Purchase Agreement) in excess of US$250,000 resulting in, or permitting, the acceleration thereof, or a final judgment in excess of US$250,000 is entered against the Company or any Subsidiary and remains unsatisfied or unstayed for thirty (30) days;

(viii) the commission of any act of bankruptcy by the Company or any Subsidiary, the execution by the Company or any Subsidiary of a general assignment for the benefit of creditors, the filing by or against the Company or any Subsidiary of a petition in bankruptcy or any petition for relief under the federal bankruptcy act (which, if filed against the Company or such Subsidiary, continues without dismissal for a period of sixty (60) days), or the appointment of a receiver or trustee to take possession of the property or assets of the Company or any Subsidiary (each, a "**Bankruptcy Triggering Event**"); or

(ix) the Company fails to have sufficient legally available funds to pay any redemption amount when due at any time where it fails to satisfy the Redemption in Shares Conditions.

Upon and during the continuance of a Triggering Event, the Company may request the Beneficial Ownership Waiver, which if it becomes effective (which the Change of Control Cap Stockholder Approval under Nasdaq Rule 5635(b)), then all redemptions of Series G Preferred following the effectiveness of such wavier will not be subject to the Beneficial Ownership Limitation

No Optional Redemption by the Company

The Company has no right to redeem any shares of Series G Preferred.

Trading Market

There is no established trading market for any of the Series G Preferred, and the Company does not expect a market to develop. The Company does not intend to apply for a listing for any of the Series G Preferred on any securities exchange or other nationally recognized trading system.

The foregoing description of the Certificate of Designation does not purport to be complete and is qualified in its entirety by reference to the full text of Certificate of Designation, a copy of which is filed as Exhibit 3.3 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

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

Exhibit No.	Description of Exhibit
3.1	Certificate of Designations of Preferences, Rights, and Limitations of the Series G Original Issue Discount Senior Convertible Preferred Stock
4.1	Form of Pre-Funded Common Stock Purchase Warrant
10.1*	Securities Purchase Agreement, dated November 22, 2026, by and between the Company and Indigo Capital Investments Ltd.
10.2	Registration Rights Agreement, dated November 22, 2026, by and between the Company and Indigo Capital Investments Ltd.
10.3	Irrevocable Transfer and Instruction Agreement, dated November 23, 2026.
10.4	Armistice Warrant Purchase Agreement
10.5	Intracoastal Warrant 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: November 27, 2026

Change Agents Corporation

/s/ Sam Knipper

Sam Knipper
Chief Financial Officer

NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

CHANGE AGENTS CORPORATION

CERTIFICATE OF DESIGNATIONS OF PREFERENCES, RIGHTS AND LIMITATIONS OF

SERIES G ORIGINAL ISSUE DISCOUNT SENIOR CONVERTIBLE PREFERRED STOCK

PURSUANT TO SECTION 151 OF THE DELAWARE GENERAL CORPORATION LAW

The undersigned, Sam Knipper, does hereby certify that he is the Chief Financial Officer of Change Agents Corporation, a Delaware corporation (the "Company"), and that, pursuant to the authority expressly conferred upon the Board of Directors of the Company (the "Board of Directors") by the Company's Certificate of Incorporation, as amended (the "Certificate of Incorporation"), the Board of Directors duly adopted the following resolution, which authorizes a series of the Company's previously authorized preferred stock, par value $0.0001 per share, consisting of 6,000 shares designated as the Series G Original Issue Discount Senior Convertible Preferred Stock:

RESOLVED, that pursuant to the authority granted to and vested in the Board of Directors by the Certificate of Incorporation, a series of preferred stock of the Company be, and it hereby is, created, and that the designation and number of shares thereof and the voting and other powers, preferences and relative, participating, optional or other rights of the shares of such series and the qualifications, limitations and restrictions thereof are as follows:

1. Basic Terms.

(a) Designation, Amount and Par Value. The series of preferred stock shall be designated as the Series G Original Issue Discount Senior Convertible Preferred Stock (the "Preferred Stock"), and the number of shares so designated shall be 6,000 (which shall not be subject to increase without the written consent of the Holders of a majority of the outstanding Preferred Stock (the "Required Holders")). Each share of Preferred Stock shall have a par value of $0.0001 per share and a stated value equal to US$1,000, subject to increase as set forth herein (the "Stated Value").

(b) Purchase Agreement. The Preferred Stock is issued pursuant to that certain Securities Purchase Agreement dated as of November 22, 2026 between the Company and Indigo Capital Investments Ltd. (the "Purchase Agreement"). Capitalized terms not otherwise defined herein have the meaning given them in the Purchase Agreement.

(c) Dividends. The Preferred Stock shall not bear any dividends (0.00% per annum); provided, however, that (i) from and after the occurrence and during the continuance of any Triggering Event, and with respect to any amount not paid when due hereunder, dividends shall accrue on the Stated Value of each outstanding share of Preferred Stock (and on any such unpaid amount) at the rate of eighteen percent (18%) per annum (or, if less, the maximum rate permitted by applicable law) (the "Default Dividend"), payable monthly in arrears in cash and, to the extent not so paid, added to the Stated Value; and (ii) Holders shall be entitled to receive, and the Company shall pay, dividends on shares of Preferred Stock equal (on an as-if-converted to Common Stock basis, without regard to the Beneficial Ownership Limitation) to and in the same form as dividends actually paid on shares of the Common Stock.

(d) Voting Rights. Except as otherwise required by law or as expressly provided in Section 6, the Preferred Stock shall have no voting rights.

(e) Ranking; Liquidation. In any voluntary or involuntary liquidation, dissolution, or winding-up of the Company, or any merger, consolidation, or share exchange in which the Company is a constituent party (except one in which the voting securities of the Company outstanding immediately prior thereto continue to represent at least a majority of the voting power of the surviving entity), or the sale, lease, transfer, exclusive license, or other disposition of all or substantially all of the assets of the Company (a "Liquidation"), the Preferred Stock shall rank (i) senior to the Common Stock and any other class or series of capital stock of the Corporation hereafter created, the terms of which specifically provide that such class or series shall rank junior to the Preferred Stock, (ii) *pari passu* with any class or series of capital stock of the Corporation hereafter created specifically ranking, by its terms, on par with the Preferred Stock, and (iii) *pari passu* with Series C Convertible Preferred Stock, the Series E Non-Voting Convertible Preferred Stock, and the Series F Convertible Preferred Stock, each with respect to its rights, preferences and restrictions. Upon any Liquidation, each Holder shall be entitled to receive out of the assets of the Company, before any distribution or payment to the holders of any junior securities, an amount per share of Preferred Stock equal to the greater of (i) the Stated Value plus all accrued and unpaid Default Dividends and other amounts due hereunder, and (ii) the amount such Holder would receive if such share were converted into Common Stock immediately prior to such Liquidation at the Fixed Conversion Price (without regard to the Beneficial Ownership Limitation).

(f) Payments. All cash payments in respect of the Preferred Stock shall be made in lawful money of the United States of America at such place as the Holder may from time to time designate in writing to the Company. All payments shall be applied first to any Default Dividends and other amounts (other than Stated Value) then due, and then to Stated Value.

(g) Definitions. As used in this Certificate of Designations, the following terms have the following meanings:

(1) "Beneficial Ownership Limitation" means that the Company shall not effect any issuance of Common Stock, conversion or redemption in shares of Preferred Stock or exercise of warrants, and a Holder shall not have the right to convert any portion of the Preferred Stock or receive Underlying Shares or other Common Stock, to the extent that after giving effect thereto such Holder (together with its Affiliates and any persons acting as a group with such Holder) would beneficially own in excess of 4.99% (or, if elected by the Holder prior to the issuance of any Preferred Stock, 9.99%) of the number of shares of Common Stock outstanding immediately after giving effect to such issuance, determined in accordance with Section 13(d) of the Exchange Act; provided that the Holder may increase or decrease such percentage upon not less than sixty-one (61) days' prior notice to the Company, but not in excess of 9.99%. Any Underlying Shares or other Common Stock required to be issued under the Purchase Agreement that is not issued by reason of the Beneficial Ownership Limitation shall, be issued in the form of a pre-funded warrant ("Pre-Funded Warrant"). Notwithstanding the foregoing, following the occurrence and during the continuance of a Triggering Event, the Holder may, by written notice to the Company, elect to waive the Beneficial Ownership Limitation, which waiver shall become effective on the later of (i) the ninety-first (91st) day after delivery of such notice and (ii) the date on which the Company receives the Change of Control Cap Stockholder Approval provided a Triggering Event is then continuing, and shall thereafter apply to conversions and Share Redemptions of the Preferred Stock and exercises of the Pre-Funded Warrants. The Holder may revoke any such notice at any time, effective immediately. Any waiver that has become effective shall continue to apply notwithstanding the subsequent cure or waiver of the applicable Triggering Event. Notwithstanding the foregoing, Company shall not issue any shares of Common Stock upon conversion of any Preferred Stock or otherwise pursuant to the terms of this Certificate of Designations if the issuance of such shares of Common Stock would exceed the aggregate number of shares of Common Stock which the Company may issue without breaching the Company's obligations under the rules and regulations the listing rules of the Trading Market, specifically the Change of Control Cap, except that such limitation shall not apply in the event that the Company obtains the Change of Control Cap Stockholder Approval as required by the applicable rules and regulations of the Trading Market for issuances of shares of Common Stock in excess of such amount

(2) "Business Day" means any day on which banks are generally open for business in New York, New York, USA.

(3) "Change of Control Cap" means, 329,312 shares of the Company's Common Stock.

(4) "Change of Control Cap Stockholder Approval" means stockholder approval for purposes of Nasdaq Listing Rule 5635(b) for issuances of shares of Common Stock in excess of the Change of Control Cap, which the Company shall seek approval of by calling a special meeting of shareholders for that purpose within 30 days after the ninety-first (91st) day of the continuance of a Triggering Event after the Holder's delivery of notice of the occurrence of such Triggering Event.

(5) "Conversion Registered Free Trading Shares" means the Common Stock, $0.0001 par value per share, of the Company (the "Common Stock") issued upon conversion or redemption of the Preferred Stock (or exercise of Pre-Funded Warrants) and registered for public resale by the Holder under the Registration Statement.

(6) "Conversion Amount" means the aggregate Stated Value of the shares of Preferred Stock being converted, together with, subject to section 4(g) hereof, all accrued but unpaid Default Dividends and any other amounts due hereunder with respect thereto.

(7) "Conversion Notice" means a notice by the Holder to the Company of an election to convert all or a portion of its Preferred Stock into Common Stock (or Pre-Funded Warrants) pursuant to the terms hereof, substantially in the form annexed hereto, together with the related Seller's Representation Letter and Schedule of Preferred Stock Balances.

(8) "Fixed Conversion Price" means the US$0.90, subject to adjustment solely as provided in Section 7(a). The Fixed Conversion Price shall apply to all shares of Preferred Stock (including shares issued at the Second Closing), regardless of when converted, unless the Triggering Event Redemption Price is in effect and .

(9) "Floor Price" means US$0.18, subject to adjustment as provided in Section 7(a).

(10) "Maturity Date" means, with respect to shares of Preferred Stock issued at the Initial Closing or the Second Closing, the date that is twelve (12) months after the Initial Closing Date.

(11) RESERVED.

(12) "Monthly Redemption Amount" means (A) with respect to shares of Preferred Stock issued at the Initial Closing, one-tenth (1/10th) of the aggregate Stated Value of such shares as of the Initial Closing Date (i.e., US$420,000.00), and (B) with respect to shares of Preferred Stock issued at the Second Closing, the aggregate Stated Value of such shares as of the applicable Closing Date divided by the number of Monthly Redemption Dates remaining for such shares through and including the last Monthly Redemption Date preceding the applicable Maturity Date, in each case together with all accrued and unpaid Default Dividends and other amounts then due, and in each case as reduced by any conversions or prepayments applied thereto pursuant to Section 4(d) or Section 4(f).

(13) "Monthly Redemption Date" means, with respect to shares of Preferred Stock issued at the Initial Closing or the Second Closing, the sixty-first (61st) day following the Initial Closing Date and the same day of each calendar month thereafter, in each case until the applicable Maturity Date (and if any such day is not a Business Day, the next succeeding Business Day).

(14) "Redemption in Shares Conditions" means, with respect to any date of determination, that each of the following conditions is satisfied: (A) the Common Stock is listed on a Trading Market (and is not subject to any suspension of trading or delisting determination); (B) the average daily dollar trading volume of the Common Stock on the Trading Market during the Equity Conditions Measuring Period is greater than US$250,000; (C) the Closing Price on each Trading Day during the Equity Conditions Measuring Period is greater than US$2.00; (D) a Registration Statement covering the resale of all Underlying Shares issuable in respect of the applicable redemption is effective and available for use; and (E) no Triggering Event, and no event that with notice or lapse of time or both would constitute a Triggering Event, has occurred and is continuing. Any of the foregoing conditions may be waived in writing by the Purchaser in its sole discretion

(15) "Redemption Share Price" means, (i) with respect to any Monthly Redemption Date, the greater of (A) ninety percent (90%) of the average of the Closing Prices of the Common Stock for the five (5) consecutive Trading Days immediately preceding the applicable Monthly Redemption Date, and (B) the Floor Price, and (ii) with respect to calculating any Triggering Event Redemption Price, the greater of (A) eighty percent (80%) of the average of the Closing Prices of the Common Stock for the five (5) consecutive Trading Days immediately preceding the date of such determination, and (B) the Floor Price.

(16) "Registration Rights Agreement" means that certain Registration Rights Agreement entered into between the Company and Holder in connection with the issuance of the Preferred Stock pursuant to the Purchase Agreement.

(17) "Registration Statement" means a registration statement filed with the SEC in accordance with the Registration Rights Agreement covering the resale by the Holder of the Underlying Shares, which has been declared effective and as to which a current prospectus is available for use.

(18) "Share Redemption Eligibility Date" means the first date on which the Initial Registration Statement has been declared effective and remains effective and available for use.

(19) "Trading Day" means any day and the time span of such day during which the principal stock exchange on which the Common Stock is traded is open, excluding electronic or extended trading hours.

2. Conversions.

(a) Terms of Conversion. Upon the election of the Holder, the Company will issue to the Holder a number of shares of Common Stock equal to the Conversion Amount divided by the Fixed Conversion Price, subject to the Beneficial Ownership Limitation).

(b) Elective Conversion Rights. At any time and from time to time after the original issue date, the Holder may elect to convert all or any portion of its Preferred Stock in accordance with the terms hereof.

(c) Pre-Funded Warrants. At the Holder's election, set forth in any Conversion Notice or in any notice delivered in connection with a Share Redemption, the Company shall settle all or any portion of such conversion or redemption by delivery of a Pre-Funded Warrant to purchase a number of shares of Common Stock equal to the number of Underlying Shares otherwise deliverable, with an exercise price of $0.0001 per share, exercisable immediately and until exercised in full, subject to the Beneficial Ownership Limitation.

(d) Change of Control. In the event of a Change of Control (as defined below) prior to the redemption or conversion in full of the Preferred Stock, the Holder may, at its option, (i) convert all or any portion of its Preferred Stock as if the Holder had made an election to convert immediately prior to such Change of Control, subject to the Change of Control Cap prior to Change of Control Cap Stockholder Approval is obtained in which case, in lieu of delivery of such shares of Common Stock in excess of the Change of Control Cap, the Company will issue Pre-Funded Warrants exercisable for such excess shares of Common Stock to Holder., or (ii) require the Company to redeem all or any portion of its Preferred Stock in cash at the Triggering Event Redemption Price. The term "Change of Control" means (i) a sale of all or substantially all of the Company's assets other than to an Excluded Entity (as defined below), (ii) a merger, consolidation or other capital reorganization or business combination transaction of the Company with or into another corporation, limited liability company or other entity other than an Excluded Entity, or (iii) the consummation of a transaction, or series of related transactions, in which any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of more than fifty percent (50%) of the Company's then outstanding voting securities. Notwithstanding the foregoing, a transaction shall not constitute a Change of Control if its purpose is to (A) change the jurisdiction of the Company's incorporation, or (B) create a holding company that will be owned in substantially the same proportions by the persons who hold the Company's securities immediately before such transaction. An "Excluded Entity" means a corporation or other entity of which the holders of voting capital stock of the Company outstanding immediately prior to such transaction are the direct or indirect holders of voting securities representing at least a majority of the votes entitled to be cast by all of such corporation's or other entity's voting securities outstanding immediately after such transaction.

3. Mechanics and Effect of Conversion.

(a) In General. The Preferred Stock shall be held in book-entry form on the stock ledger of the Company or the Transfer Agent, and the Holder shall not be required to surrender any certificate in connection with any conversion. Upon conversion of any Preferred Stock, the Company will be forever released from all of its obligations and liabilities hereunder with regard to the Stated Value so converted, including without limitation the obligation to redeem such Stated Value. Conversions hereunder shall have the effect of lowering the outstanding number of shares of Preferred Stock in an amount equal to the applicable conversion, and the Holder and the Company shall maintain records showing the Stated Value converted and the date of such conversion.

(b) Delivery of Conversion Registered Free Trading Shares upon Conversion. Conversion Registered Free Trading Shares issued hereunder shall be transmitted by the transfer agent of the Company's Common Stock (the "Transfer Agent") to the Holder by crediting the account of the Holder or its designee 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 (i) there is an effective registration statement permitting the resale of the Conversion Registered Free Trading Shares by the Holder; or (ii) such shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144, by the date that is two (2) Trading Days after the delivery to the Company of the Holder's election to convert (such date, the "Conversion Common Stock Delivery Date"). Upon delivery of the Holder's election to convert, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Conversion Registered Free Trading Shares with respect to which the Preferred Stock has been converted, irrespective of the date of delivery of such shares. If the Transfer Agent fails for any reason to deliver to the Holder the Conversion Registered Free Trading Shares subject to an election by the Conversion Common Stock Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of Conversion Amount subject to such conversion, $10 per Trading Day for each Trading Day after such Conversion Common Stock Delivery Date until such Conversion Registered Free Trading Shares are delivered or Holder rescinds such conversion.

(c) Compensation for Buy-In on Failure to Timely Deliver Conversion Registered Free Trading Shares Upon Conversion. In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Conversion Registered Free Trading Shares in accordance with the provisions of Section 3(b) above on or before the Conversion Common Stock Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise), or the Holder's brokerage firm otherwise purchases, Common Stock to deliver in satisfaction of a sale by the Holder of the Conversion Registered Free Trading Shares which the Holder anticipated receiving upon such conversion (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Conversion Registered Free Trading Shares that the Company was required to deliver to the Holder in connection with the conversion at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Preferred Stock for the equivalent number of Conversion Registered Free Trading Shares for which such conversion was not honored (in which case such conversion shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its conversion and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted conversion of Preferred Stock with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver Common Stock upon conversion of the Preferred Stock as required pursuant to the terms hereof.

(d) No Fractional Common Stock or Scrip. No fractional shares of Common Stock or scrip representing fractional shares shall be issued upon the conversion or redemption of the Preferred Stock. As to any fraction of a share which the Holder would otherwise be entitled to receive, 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 applicable conversion or redemption price or round up to the next whole share.

4. Redemption.

(a) Monthly Redemptions. No redemption shall be due during the first sixty (60) days following the Initial Closing Date. On each Monthly Redemption Date, the Company shall redeem and pay to the Holder in advance for the monthly period then beginning, the applicable Monthly Redemption Amount.

(b) Form of Payment. Each Monthly Redemption Amount shall be paid in cash; provided, however, that on and after the Share Redemption Eligibility Date, the Company may elect, by written notice delivered to the Holder not less than two (2) Trading Days prior to the applicable Monthly Redemption Date (a "Share Redemption Notice"), to pay all or any portion of such Monthly Redemption Amount in shares of Common Stock (a "Share Redemption"), but only if the Redemption in Shares Conditions are satisfied (or waived in writing by the Holder) on the date of the Share Redemption Notice and on each Trading Day thereafter through and including the applicable Monthly Redemption Date. Prior to the Share Redemption Eligibility Date, all Monthly Redemption Amounts shall be paid in cash. In a Share Redemption, the Company shall deliver to the Holder on the Monthly Redemption Date a number of Conversion Registered Free Trading Shares equal to the portion of the Monthly Redemption Amount being paid in shares divided by the Redemption Share Price. If the price calculated under clause (A) of the definition of Redemption Share Price is less than the Floor Price, the Company shall pay to the Holder in cash on the Monthly Redemption Date, in addition to the shares so delivered, an amount equal to (x) the number of shares delivered multiplied by (y) the difference between the Floor Price and such price. If the Redemption in Shares Conditions fail to be satisfied at any time after delivery of a Share Redemption Notice, the applicable Monthly Redemption Amount shall be payable in cash unless the Holder elects in writing to accept shares.

(c) Delivery Mechanics. Sections 3(b), 3(c) and 3(d) shall apply to the delivery of shares in any Share Redemption, *mutatis mutandis*, with the Monthly Redemption Date being deemed the Conversion Common Stock Delivery Date.

(d) Conversions Between Redemption Dates. Any Stated Value converted by the Holder pursuant to Section 2 shall be applied to reduce the Monthly Redemption Amount(s) next coming due.

(e) Redemption at Maturity. On the applicable Maturity Date, the Company shall redeem in cash all shares of Preferred Stock then outstanding at a price per share equal to the Stated Value plus all accrued and unpaid Default Dividends and other amounts due hereunder.

(f) Prepayment from Financings. The Company shall redeem shares of Preferred Stock in cash from the proceeds of Subsequent Financings as and to the extent provided in Section 4(e) of the Purchase Agreement.

(g) Triggering Event Redemption. At any time after the occurrence and continuation of a Triggering Event, the Holder may, by written notice to the Company, require the Company to redeem all or any portion of its Preferred Stock in cash at a price per share equal to one hundred twenty-five percent (125%) of the Stated Value (i) less all paid or accrued Default Dividends and other amounts due hereunder through the date of such written notice, and (ii) plus all unpaid Default Dividends and other amounts accrued hereunder after the date of such written notice until payment or shares of Common Stock (as set forth below) are received by the Holder (the "Triggering Event Redemption Price"); provided, however, that upon a Bankruptcy Triggering Event (as defined below), the Triggering Event Redemption Price of all outstanding shares of Preferred Stock shall become immediately due and payable without any notice or action by the Holder. The Triggering Redemption Price is payable in cash within five (5) Trading Days after such notice, or, upon default of such cash payment and at the Holder's election, the Company shall pay such Triggering Event Redemption Price by delivering to the Holder the number of shares of Common Stock equal to the Triggering Event Redemption Price divided by the Redemption Share Price (as applicable to such Triggering Event Redemption Price). With respect to any such Share Redemptions, no preconditions to issuance, including the Redemption in Shares Conditions, shall apply. All such shares shall be delivered to Holder in the same manner as set forth in paragraph 3(b) above. Upon delivery of the Holder's election to receive such Share Redemption, the Holder shall be deemed for all corporate purposes to have become the holder of record of all shares of Common Stock related to such Preferred Stock redemption, irrespective of the date of delivery of such shares, but only to the extent that such beneficial ownership does not violate any Beneficial Ownership Limitations in effect at the time of such election, and thereafter from time to time as and when doing so does not cause such violation to occur.

(h) No Optional Redemption by the Company. Except as expressly provided in this Section 4, the Company shall have no right to redeem any shares of Preferred Stock. A redemption notice from the Company shall not be effective with respect to any shares of Preferred Stock for which the Holder has previously delivered a Conversion Notice, and the Holder may continue to convert shares of Preferred Stock until the applicable redemption price is paid in full.

(i) Legally Available Funds . If on any date the Company does not have sufficient funds legally available under Sections 160 and 173 of the Delaware General Corporation Law to pay in full any redemption amount then due, (i) the Company shall redeem the maximum number of shares of Preferred Stock that it may lawfully redeem on such date, *pro rata* among the Holders, (ii) the unpaid amount shall accrue the Default Dividend and shall be redeemed as soon as funds are legally available, (iii) the Company shall take all actions reasonably necessary to cause funds to become legally available, including, if necessary, causing the Board of Directors to revalue the Company's assets, and (iv) such failure shall constitute a Triggering Event.

5. Triggering Events. Each of the following shall constitute a "Triggering Event":

(i) the Company fails to pay any Monthly Redemption Amount or any other amount when due hereunder or under any other Transaction Document, and such failure continues for three (3) Trading Days;

(ii) the Company fails to deliver Underlying Shares or a Pre-Funded Warrant by the fifth (5th) Trading Day after the applicable Conversion Common Stock Delivery Date or Monthly Redemption Date, or announces or states its intention not to honor conversions;

(iii) after the occurrence of a Registration Default under the Registration Rights Agreement, the receipt by the Company of notice from the SEC that it will not declare a filed Registration Statement effective, or if a Registration Statement once effective ceases to be effective or available for use by the Holder for more than twenty (20) consecutive Trading Days or more than forty (40) Trading Days in any 365-day period (other than during an Allowable Grace Period under the Registration Rights Agreement);

(iv) the Common Stock is suspended from trading or fails to be listed on a Trading Market (as defined in the Purchase Agreement) for five (5) consecutive Trading Days;

(vi) the Company fails to reserve the Required Reserve Amount for ninety (90) days;

(vii) the Company breaches any covenant or other term of any Transaction Document (including Sections 4(c), 4(d) and 4(e) of the Purchase Agreement) and, if curable, such breach is not cured within ten (10) Trading Days after the earlier of notice from the Holder and the Company's knowledge thereof, or any representation or warranty of the Company in any Transaction Document proves to have been untrue in any material respect when made;

(viii) the Company or any Subsidiary defaults under any Indebtedness in excess of US$250,000 resulting in, or permitting, the acceleration thereof, or a final judgment in excess of US$250,000 is entered against the Company or any Subsidiary and remains unsatisfied or unstayed for thirty (30) days;

(ix) the commission of any act of bankruptcy by the Company or any Subsidiary, the execution by the Company or any Subsidiary of a general assignment for the benefit of creditors, the filing by or against the Company or any Subsidiary of a petition in bankruptcy or any petition for relief under the federal bankruptcy act (which, if filed against the Company or such Subsidiary, continues without dismissal for a period of sixty (60) days), or the appointment of a receiver or trustee to take possession of the property or assets of the Company or any Subsidiary (each, a "Bankruptcy Triggering Event"); or

(x) the Company fails to have sufficient legally available funds to pay any redemption amount when due at any time where it fails to satisfy the Redemption in Shares Conditions.

6. Protective Provisions. So long as any shares of Preferred Stock are outstanding, the Company shall not, and shall cause its Subsidiaries not to, without the affirmative written consent of the Required Holders: (a) alter or change adversely the powers, preferences or rights given to the Preferred Stock or alter or amend this Certificate of Designations; (b) amend its Certificate of Incorporation, bylaws or other charter documents in any manner that adversely affects any rights of the Holders; provided, however, that the Company may amend its Certificate of Incorporation to effect a reverse stock split of the Common Stock if the Company reasonably believes such amendment is necessary to maintain the listing of the Common Stock on the Trading Market; (c) authorize, create or issue any class or series of capital stock ranking senior to, , the Preferred Stock as to dividends, redemption or distributions upon Liquidation, or increase the authorized number of shares of Preferred Stock; (d) repay, repurchase or offer to repay or repurchase any shares of Common Stock, Common Stock equivalents or junior securities (other than as set forth on Schedule 4(b) to the Purchase Agreement), or pay any cash dividends or distributions on junior securities; (e) incur any Indebtedness (other than Permitted Indebtedness) or Lien, enter into any Negative Pledge or Variable Rate Transaction (other than Permitted ELOCs); (f) enter into any transaction with any Affiliate of the Company that would be required to be disclosed in any public filing with the SEC, unless approved by a majority of the disinterested directors; or (g) enter into any agreement with respect to any of the foregoing.

7. Certain Adjustments.

(a) Share Dividends and Splits. If the Company, at any time while any Preferred Stock is outstanding: (i) pays a share dividend or otherwise makes a distribution or distributions on its Common Stock or any other equity or equity equivalent securities payable in Common Stock (which, for avoidance of doubt, shall not include any Underlying Shares issued by the Company in respect of the Preferred Stock), (ii) subdivides outstanding Common Stock into a larger number of shares, (iii) combines (including by way of reverse share split) outstanding Common Stock into a smaller number of shares, or (iv) issues by reclassification any shares of capital stock of the Company, then in each case the Fixed Conversion Price, the Floor Price and each dollar threshold in the Equity Acceleration Conditions and the Redemption in Shares Conditions (other than trading volume thresholds) shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section 7(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification. Notwithstanding the foregoing, the Floor Price shall not be adjusted below the minimum price permitted under the rules of the Trading Market.

(b) Fundamental Transaction. If, at any time while any Preferred Stock 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 or entity, (ii) the Company (or any subsidiary), directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of the Company's 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 or entity) 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 aggregate voting power of the Company's capital stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of Common Stock or any compulsory share exchange pursuant to which the Common Stock is 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, merger or scheme of arrangement) with another person or entity whereby such other person or entity acquires more than 50% of the aggregate voting power of the Company's capital stock (not including shares held by the other person or entity) (each a "Fundamental Transaction"), then, in addition to the Holder's rights under Section 2(d), upon any subsequent conversion of the Preferred Stock, the Holder shall have the right to receive, for each Underlying Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to the Beneficial Ownership Limitation), the number of shares of capital stock of the successor or acquiring corporation or Common Stock 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 shares of Common Stock for which the Preferred Stock is convertible immediately prior to such Fundamental Transaction. For purposes of any such conversion, the determination of the Fixed Conversion 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 Fixed Conversion 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 conversion of the Preferred Stock 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 Certificate of Designations and the other Transaction Documents pursuant to written agreements in form and substance reasonably satisfactory to the Holder prior to such Fundamental Transaction.

(c) Calculations. All calculations under this Section 7 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 7, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

(d) Notice to Holder.

(i) Adjustment to Fixed Conversion Price. Whenever the Fixed Conversion Price is adjusted pursuant to any provision of this Section 7, the Company shall promptly deliver to the Holder by email a notice setting forth the Fixed Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(ii) Notice to Allow Conversion by Holder. If (A) the Company declares a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company declares a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company authorizes the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company is required in connection with a Fundamental Transaction, or (E) the Company authorizes 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 email to the Holder at its last email address as it shall appear upon the stock books of the Company, at least ten (10) calendar days prior to the applicable record or effective date, a notice describing such event; provided that the failure to deliver such notice or any defect therein shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any of its Subsidiaries, the Company shall simultaneously file such notice with the SEC pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to convert the Preferred Stock during the period commencing on the date of such notice to the effective date of the event triggering such notice.

(iii) Voluntary Adjustment By Company . Subject to the rules of the Trading Market, the Company may at any time, with the prior written consent of the Holder, reduce the then current Fixed Conversion Price to any amount equal to or above the Floor Price and for any period of time deemed appropriate by the Board of Directors.

8. Company Covenants as to Conversion to Common Stock.

(a) Reservation. The Company covenants that, during the period any Preferred Stock is outstanding, it will at all times reserve from its authorized and unissued Common Stock the Required Reserve Amount, solely for the purpose of issuance upon conversion and redemption of the Preferred Stock and exercise of the Pre-Funded Warrants.

(b) Authority. The Company further covenants that its issuance of the Preferred Stock shall constitute full authority to its officers who are charged with the duty of issuing the necessary Underlying Shares upon the conversion or redemption of the Preferred Stock. The Company will take all such reasonable action as may be necessary to ensure that such Underlying Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of any stock market upon which the Common Stock may be listed.

(c) Valid Issuance. The Company covenants that all Underlying Shares which may be issued upon conversion or redemption of the Preferred Stock will, upon issuance, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

(d) No Impairment. Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Certificate of Designations, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth herein against impairment.

(e) Transfer Agent and Registration. Without limiting the generality of the foregoing, the Company shall (1) maintain a registrar (which can be the Transfer Agent) that is a participant in the FAST program and in the DWAC system so long as any Preferred Stock remains outstanding; (2) issue the Underlying Shares and otherwise deliver to the Transfer Agent all instructions, certificates, opinions, instruments and other documents required by the Transfer Agent to effectuate the delivery of Underlying Shares to the Holder upon any conversion or redemption; (3) file such supplemental prospectus or other documents required to ensure the continued effectiveness of the Registration Statement until such time as the Underlying Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144; and (4) deliver such other documents and take such other actions as may be reasonable and necessary to effectuate the timely delivery of the Underlying Shares as intended herein.

9. Miscellaneous.

(a) Governing Law. This Certificate of Designations and all matters relating to the rights, preferences and privileges of the Preferred Stock shall be governed by the General Corporation Law of the State of Delaware.

(b) Action to Collect. If legal action is instituted by the Holder to collect any amount due hereunder or to effect any conversion as a result of the Company's failure to comply with its obligations herein, the Company shall pay all of the Holder's reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

(c) Status of Converted or Redeemed Preferred Stock. Shares of Preferred Stock that are converted, redeemed or otherwise reacquired by the Company shall be retired and cancelled and shall not be reissued as shares of Preferred Stock.

(d) Waiver; Amendment. Any of the rights, powers, preferences and other terms of the Preferred Stock set forth herein may be waived on behalf of all Holders by the affirmative written consent of the Required Holders. Any amendment to this Certificate of Designations shall require the approval of the Board of Directors, the written consent of the Required Holders and the stockholders of the Company, in addition to any vote required by law.

(e) Notices. Any notice required or permitted hereunder shall be given in the manner set forth in the Purchase Agreement.

(f) Transfers. The Holder may assign or transfer any shares of Preferred Stock, without the consent of the Company, to any Affiliate of the Holder or otherwise in compliance with applicable securities laws, and all rights of the Holder hereunder shall inure to the benefit of each permitted transferee.

(g) Severability. If any provision of this Certificate of Designations is invalid, illegal or unenforceable, the balance of this Certificate of Designations shall remain in effect.

RESOLVED, FURTHER, that the Chief Financial Officer of the Company be and hereby is authorized and directed to prepare and file this Certificate of Designations in accordance with the foregoing resolution and the provisions of Delaware law.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Designations as of November 23, 2026.

CHANGE AGENTS CORPORATION

By: /s/ Sam Knipper
Name: Sam Knipper
Title: Chief Financial Officer

Form of Notice of Conversion

The undersigned hereby elects to convert the number of shares of Series G Original Issue Discount Senior Convertible Preferred Stock (the "Preferred Stock") of CHANGE AGENTS CORPORATION (the "Company") indicated below into Common Stock of the Company (the "Common Stock") according to the conditions stated in the Certificate of Designations and in the Securities Purchase Agreement referred to therein, as of the date written below. The Underlying Shares issued upon conversion shall be delivered as:

☐ Conversion Registered Free Trading Shares upon issuance, duly registered for public resale by the undersigned pursuant to the Company's effective registration statement and related prospectus; or

☐ Rule 144 Salable Shares if no Registration Statement is then in effect; and/or

☐ a Pre-Funded Warrant for _____ shares of Common Stock.

Application of converted Stated Value (Section 4(d)): ☐ next Monthly Redemption Amount(s) ☐ inverse order of maturity

Company Name: CHANGE AGENTS CORPORATION
Date to Effect Conversion: ____/____/_____
Number of shares of Preferred Stock to be converted: _____
Stated Value to be converted (a): US$_____
Accrued Default Dividends / other amounts to be converted (b): US$_____
Fixed Conversion Price (c): US$_____
Number of shares of Common Stock to be issued ((a + b) ÷ c): _____
Stated Value to Remain: US$_____

DWAC Coordinates: Agent Bank ID / Institutional ID: _____ DTC Participant #: _____ Account #: _____ Account Name: _____
Contact Person for Settlements Inquiries: _____

INDIGO CAPITAL INVESTMENTS LTD.

By: _____
Name:
Title:

Seller's Representation Letter

_____, 20__
To Whom It May Concern,

This letter is to confirm to you that we, INDIGO CAPITAL INVESTMENTS LTD., are not now, and have not been during the preceding 90 days, an officer, director, greater than a 9.99% stockholder of the Company, or in any other way an "affiliate" (as that term is defined in Rule 144(a)(1) under the Securities Act of 1933) of CHANGE AGENTS CORPORATION (the "Company"). This representation includes any conversion or exchange rights to equity in the Company, if any, that we may own or did own during the preceding 90 days, and that the exercise of same will not cause us to become an "affiliate" of the Company.

Sincerely,

INDIGO CAPITAL INVESTMENTS LTD.

By: _____
Name:
Title:

Schedule of Preferred Stock Balances

Stated Value Outstanding	Share Reserve	Conversion / Redemption Price	Date of Conversion / Redemption

Exhibit 4.1

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

PRE-FUNDED COMMON STOCK PURCHASE WARRANT

CHANGE AGENTS CORPORATION

Warrant Shares: _____ Issue Date: _____

THIS PRE-FUNDED COMMON STOCK PURCHASE WARRANT (this "Warrant") certifies that, for value received, INDIGO CAPITAL INVESTMENTS LTD. or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the Issue Date set forth above (the "Initial Exercise Date") until this Warrant is exercised in full (the "Termination Date"), to subscribe for and purchase from CHANGE AGENTS CORPORATION, a Delaware corporation (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).

This Warrant is issued pursuant to Section 1(i) of the Securities Purchase Agreement, dated as of November 22, 2026, between the Company and Indigo Capital Investments Ltd. (the "Purchase Agreement"), in settlement of the conversion or redemption of Series G Original Issue Discount Senior Secured Convertible Preferred Stock or payment of Commitment Shares. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement or the Certificate of Designations.

1. Pre-Funding. The aggregate exercise price of this Warrant, except for a nominal exercise price of $0.0001 per Warrant Share, was pre-funded to the Company on or prior to the Issue Date by the conversion or redemption of the applicable Stated Value of Preferred Stock (or, as applicable, as part of the consideration for the Purchaser's commitments under the Purchase Agreement) and, consequently, no additional consideration (other than the nominal exercise price of $0.0001 per Warrant Share) shall be required to be paid by the Holder to any person to effect any exercise of this Warrant. The Holder shall not be entitled to the return or refund of all, or any portion, of such pre-paid aggregate exercise price under any circumstance or for any reason whatsoever.

2. Exercise.

(a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date by delivery to the Company (or the Transfer Agent) of a duly executed notice of exercise in the form annexed hereto (the "Notice of Exercise") by email. Within the earlier of (i) one (1) Trading Day and (ii) the number of Trading Days comprising the standard settlement period with respect to the Common Stock on the Trading Market following the date of exercise, the Holder shall deliver the aggregate nominal Exercise Price for the shares specified in the applicable Notice of Exercise by wire transfer, unless the cashless exercise procedure specified in Section 2(c) is elected. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee be required. The Holder shall not be required to physically surrender this Warrant until it has been exercised in full.

(b) Exercise Price. The exercise price per share of Common Stock under this Warrant shall be $0.0001, subject to adjustment hereunder (the "Exercise Price").

(c) Cashless Exercise. This Warrant may also be exercised, in whole or in part, at any time by means of a "cashless exercise" in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where (A) = the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise; (B) = the Exercise Price; and (X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with its terms if such exercise were by means of a cash exercise. The Company agrees not to take any position contrary to this Section 2(c), and acknowledges that the holding period of the Warrant Shares shall tack back to the original issue date of the Preferred Stock for purposes of Rule 144.

(d) Delivery of Warrant Shares. The Company shall cause the Warrant Shares purchased hereunder to be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's or its designee's balance account with The Depository Trust Company through its DWAC system if the Company is then a participant in such system and either (i) there is an effective registration statement permitting the resale of the Warrant Shares by the Holder or (ii) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144, and otherwise by physical delivery or book-entry registration, in each case by the date that is the earlier of two (2) Trading Days and the standard settlement period after the delivery of the Notice of Exercise (the "Warrant Share Delivery Date"). Sections 3(b) (liquidated damages) and 3(c) (Buy-In) of the Certificate of Designations shall apply to any failure to deliver Warrant Shares by the Warrant Share Delivery Date, mutatis mutandis.

(e) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and the Holder shall not have the right to exercise any portion of this Warrant, 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) would beneficially own in excess of the Beneficial Ownership Limitation. 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. The "Beneficial Ownership Limitation" shall be 4.99% (or, upon election by the Holder prior to the issuance of this Warrant, 9.99%) of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation, provided that the Beneficial Ownership Limitation in no event exceeds 9.99%, and any increase shall not be effective until the sixty-first (61st) day after such notice is delivered to the Company. Upon the written request of the Holder, the Company shall within one (1) Trading Day confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. Notwithstanding the foregoing, following the occurrence and during the continuance of a Triggering Event, the Holder may, by written notice to the Company, elect to waive the Beneficial Ownership Limitation, which waiver shall become effective on the later of (i) the ninety-first (91st) day after delivery of such notice and (ii) the date on which the Company receives the Change of Control Cap Stockholder Approval provided a Triggering Event is then continuing, and shall thereafter apply to exercises of this Warrant. The Holder may revoke any such notice at any time, effective immediately. Any waiver that has become effective shall continue to apply notwithstanding the subsequent cure or waiver of the applicable Triggering Event. Notwithstanding the foregoing, Company shall not issue any shares of Common Stock upon conversion of any Preferred Stock or otherwise pursuant to the terms of the Certificate of Designations for the Series G Original Issue Discount Senior Secured Convertible Preferred Stock if the issuance of such shares of Common Stock would exceed the aggregate number of shares of Common Stock which the Company may issue upon exercise of this without breaching the Company's obligations under the rules and regulations the listing rules of the Principal Market, specifically the Change of Control Cap, except that such limitation shall not apply in the event that the Company obtains the Change of Control Cap Stockholder Approval as required by the applicable rules and regulations of the Trading Market for issuances of shares of Common Stock in excess of such amount

(f) No Fractional Shares; Charges, Taxes and Expenses. No fractional shares shall be issued upon the exercise of this Warrant; the Company shall round up to the next whole share. 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.

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 payable in shares of Common Stock, (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then the number of Warrant Shares shall be proportionately adjusted such that the aggregate Exercise Price shall remain unchanged.

(b) Subsequent Rights Offerings; Pro Rata Distributions. If the Company grants, issues or sells any rights to purchase securities, or declares or makes any dividend or other distribution of its assets, pro rata to the record holders of Common Stock, then the Holder shall be entitled to acquire or receive, upon the terms applicable thereto, the aggregate rights or distribution which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise) immediately before the record date therefor; provided that, to the extent the Holder's participation would result in the Holder exceeding the Beneficial Ownership Limitation, such participation shall be held in abeyance until it would not so result.

(c) Fundamental Transaction. If, at any time while this Warrant is outstanding, the Company effects a Fundamental Transaction (as defined in the Certificate of Designations), 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, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of one share of Common Stock. The Company shall cause any successor entity to assume in writing all of the obligations of the Company under this Warrant prior to such Fundamental Transaction.

4. Transfer of Warrant. Subject to compliance with any applicable securities laws, this Warrant and all rights hereunder are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant duly executed by the Holder. 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.

5. Miscellaneous.

(a) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof, except as expressly set forth in Section 3.

(b) Reservation of Shares. The Company covenants that, during the period this Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant, and that all Warrant Shares will, upon exercise, be duly authorized, validly issued, fully paid and nonassessable.

(c) Registration. The Warrant Shares constitute Registrable Securities under the Registration Rights Agreement.

(d) Lost Warrant. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant and customary indemnity (not including the posting of any bond), the Company will make and deliver a new Warrant of like tenor.

(e) Governing Law; Jurisdiction; Notices. Sections 10(a), 10(b) and 10(f) of the Purchase Agreement shall apply to this Warrant, mutatis mutandis.

(f) Amendment. This Warrant may be modified or amended or the provisions hereof waived only with the written consent of the Company and the Holder.

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the Issue Date.

CHANGE AGENTS CORPORATION

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

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 (only if exercised in full), and tenders herewith payment of the nominal 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 □ cashless exercise pursuant to Section 2(c).

(3) Please issue said Warrant Shares in the name of the undersigned and deliver via DWAC to: _____.

(4) The undersigned represents that, after giving effect to this exercise, it will not beneficially own in excess of the Beneficial Ownership Limitation.

INDIGO CAPITAL INVESTMENTS LTD.

By: _____
Name:
Title:
Date:

Exhibit 10.1

CHANGE AGENTS CORPORATION

SECURITIES PURCHASE AGREEMENT
(Series G Original Issue Discount Senior Convertible Preferred Stock)

This SECURITIES PURCHASE AGREEMENT (this "Agreement") is made as of November 22, 2026 (the "Signing Date"), by and between CHANGE AGENTS CORPORATION, a corporation organized under the laws of the State of Delaware (the "Company"), and INDIGO CAPITAL INVESTMENTS LTD., a limited company organized under the laws of the Cayman Islands (the "Purchaser").

RECITALS

The Company desires to issue and sell, and the Purchaser desires to purchase, shares of the Company's Series G Original Issue Discount Senior Convertible Preferred Stock, par value $0.0001per share and stated value US$1,000 per share (the "Preferred Stock"), having the designations, preferences, rights and limitations set forth in the Certificate of Designations of Preferences, Rights and Limitations in substantially the form attached to this Agreement as Exhibit A (the " Certificate of Designations"), which shall be convertible on the terms stated therein into existing or newly-issued common stock, $0.0001 par value per share, of the Company ("Common Stock") or, at the election of the holder, into Pre-Funded Warrants (as defined below). The offer and sale of the Securities (as defined below) are being made without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption provided by Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D promulgated thereunder ("Regulation D"). From and after the Share Redemption Eligibility Date, the resale by the Purchaser of the Underlying Shares and the Commitment Shares (each as defined below) shall be registered by the Company through an appropriately filed registration statement and prospectus in accordance with the Registration Rights Agreement (as defined below) (the Common Stock once so registered for resale, the "Registered Free Trading Shares"), or such shares shall otherwise be freely salable by the Purchaser in compliance with Rule 144 promulgated under the Securities Act ("Rule 144 Salable Shares"). Capitalized terms not otherwise defined herein have the meaning given to them in Section 1(a) or, if not defined herein, in the Certificate of Designations.

AGREEMENT

The parties hereby agree as follows:

1. Purchase and Sale of Preferred Stock.

(a) Certain Definitions. As used in this Agreement, the following terms have the following meanings:

(1) "Affiliate" means a person or entity that directly or indirectly controls, is controlled by, or is under common control with, another person or entity, as such terms are used in and construed under Rule 405 under the Securities Act.

(2) "Agile Indebtedness" means all Indebtedness and other obligations of the Company and its Subsidiaries owing to Agile Capital Funding, LLC and its affiliates, including under the senior secured note(s) held by it, together with all Liens securing the same.

(3) "Agile Takeout Loan" means that certain private party debt of up to $600,000 to be incurred by the Company and whose proceeds are to be used solely to repay the Agile Indebtedness in full.

(4) "Beneficial Ownership Limitation" means 4.99% (or, upon election by the Purchaser prior to the issuance of any Securities, 9.99%) of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion, redemption or exercise of the applicable Security, determined in accordance with Section 13(d) of the Exchange Act and the rules thereunder; provided that the Purchaser may increase or decrease the Beneficial Ownership Limitation upon not less than sixty-one (61) days' prior notice to the Company, but in no event in excess of 9.99%. Notwithstanding the foregoing, following the occurrence and during the continuance of a Triggering Event, the Holder may, by written notice to the Company, elect to waive the Beneficial Ownership Limitation, which waiver shall become effective on the later of (i) ninety-first (91st) day after delivery of such notice and (ii) the date on which the Company receives the Change of Control Cap Stockholder Approval provided a Triggering Event is then continuing, and shall thereafter apply to conversions and Share Redemptions of the Preferred Stock and exercises of the Pre-Funded Warrants. The Holder may revoke any such notice at any time, effective immediately. Any waiver that has become effective shall continue to apply notwithstanding the subsequent cure or waiver of the applicable Triggering Event. Notwithstanding the foregoing, Company shall not issue any shares of Common Stock upon conversion of any Preferred Stock or otherwise pursuant to the terms of the Certificate of Designations for the Series G Original Issue Discount Senior Secured Convertible Preferred Stock or as Commitment Shares or upon exercise of a Pre-Funded Warrant if the issuance of such shares of Common Stock would exceed the aggregate number of shares of Common Stock which the Company may thereupon issue without breaching the Company's obligations under the rules and regulations the listing rules of the Principal Market, specifically the Change of Control Cap, except that such limitation shall not apply in the event that the Company obtains the Change of Control Cap Stockholder Approval as required by the applicable rules and regulations of the Trading Market for issuances of shares of Common Stock in excess of such amount

(5) "Business Day" means any day other than a Saturday, a Sunday or a day on which banks are authorized or required to be closed in New York, New York.

(6) "Change of Control Cap" means, 319,312 share of Common Stock.

(7) "Change of Control Cap Stockholder Approval" means stockholder approval for purposes of Nasdaq Listing Rule 5635(b) for issuances of shares of Common Stock in excess of the Change of Control Cap.

(8) "Closing Price" means, for any Trading Day, the official closing price of the Common Stock on the Trading Market as reported by Bloomberg L.P. (or, if not so reported, as reported on nasdaq.com).

(9) "Effective Date" means the date on which a Registration Statement is first declared effective by the SEC.

(10) "Equity Acceleration Conditions" means, with respect to any date of determination, that each of the following conditions is satisfied: (A) the Common Stock is listed on a Trading Market (and is not subject to any suspension of trading or delisting determination); (B) the average daily dollar trading volume of the Common Stock on the Trading Market during the Equity Conditions Measuring Period is greater than US$250,000; (C) the Closing Price on each Trading Day during the Equity Conditions Measuring Period is greater than US$2.00; and (D) no Triggering Event, and no event that with notice or lapse of time or both would constitute a Triggering Event, has occurred and is continuing. Any of the foregoing conditions may be waived in writing by the Purchaser in its sole discretion.

(11) Equity Conditions Measuring Period" means the ten (10) consecutive Trading Days immediately preceding the applicable date of determination.

(12) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(13) "Fixed Conversion Price" has the meaning set forth in the Certificate of Designations.

(14) "Floor Price" has the meaning set forth in the Certificate of Designations.

(15) "Indebtedness" means (A) all obligations for borrowed money, (B) all obligations evidenced by notes, bonds, debentures or similar instruments (including convertible instruments), (C) all reimbursement obligations under letters of credit, (D) all obligations under leases required to be capitalized under GAAP, (E) all obligations for the deferred purchase price of property or services (other than trade payables incurred in the ordinary course of business and not more than ninety (90) days past due), (F) all obligations under merchant cash advance, receivables purchase, revenue-based financing or similar arrangements, and (G) all guarantees of any of the foregoing.

(16) "Initial Registration Statement" has the meaning set forth in the Registration Rights Agreement.

(17) "Lien" means any lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

(18) "Material Adverse Effect" means any of (A) a material and adverse effect on the legality, validity or enforceability of any Transaction Document, (B) a material and adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole, or (C) a material and adverse impairment to the Company's ability to perform on a timely basis its obligations under any Transaction Document.

(19) RESERVED.

(20) "Nasdaq Market Price" means the Closing Price on the Trading Day immediately preceding the Initial Closing Date.

(21) RESERVED

(22) "Permitted ELOC" means an equity line of credit or similar committed equity facility with a Third Party on customary terms, pursuant to which shares of Common Stock are sold at a price based on the market price of the Common Stock at the time of each sale, entered into and used solely as permitted by Section 1(i)(v) and Section 4(c).

(23) "Permitted Indebtedness" means (A) Indebtedness owing to the Purchaser, (B) the Indebtedness set forth on Schedule 2(n) to the extent the same is repaid in full from the proceeds of the Initial Advance in accordance with Schedule 4(a), and solely until so repaid, (C) the Agile Takeout Loan, (D) a $250,000 promissory note issued to the former holder of the Company's Series F Convertible Preferred Stock (the "Exchange Note"); (E) trade payables incurred in the ordinary course of business and not more than one hundred fifty (150) days past due, and (F) purchase money Indebtedness and capital lease obligations in an aggregate amount not to exceed US$500,000outstanding at any time; (D) Indebtedness identified on Schedule 2(n) that is not being paid at the Initial Closing; and (f) Indebtedness, in an amount of up to US$500,000, the proceeds of which are primarily used to satisfy a Monthly Redemption Amount in cash.

(24) "Permitted Liens" means (A) Liens for taxes not yet delinquent or being contested in good faith, (B) statutory Liens of landlords, carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums not yet delinquent, and (C) Liens securing Permitted Indebtedness described in clause (D) of that definition, solely on the assets so financed.

(25) "Registration Rights Agreement" means the Registration Rights Agreement, dated as of the Signing Date, between the Company and the Purchaser, in substantially the form attached hereto as Exhibit C.

(26) "Registration Statement" means a registration statement meeting the requirements set forth in the Registration Rights Agreement and covering the resale by the Purchaser of the Registrable Securities (as defined therein).

(27) "Required Reserve Amount" means two hundred percent (200%) of the maximum number of shares of Common Stock issuable upon conversion in full of all shares of Preferred Stock then outstanding (and, prior to the Second Closing, the shares of Preferred Stock issuable at the Second Closing) at the Fixed Conversion Price, without regard to any limitation on conversion set forth in the Certificate of Designations, plus any Commitment Shares not yet issued.

(28) "SEC" means the United States Securities and Exchange Commission.

(29) "SEC Reports" means all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act during the two (2) years preceding the Signing Date.

(30) "Securities" means the Preferred Stock, the Pre-Funded Warrants, the Commitment Shares and the Underlying Shares.

(31) "Stated Value" means US$1,000 per share of Preferred Stock, subject to adjustment as provided in the Certificate of Designations.

(32) "Subsidiary" means any entity in which the Company, directly or indirectly, owns any of the capital stock or holds an equity or similar interest.

(33) "Term Sheet" means the Non-Binding Term Sheet dated November 10, 2026 between the Company and the Purchaser.

(34) "Third Party" means any person or entity other than the Purchaser and its Affiliates.

(35) "Trading Day" means any day on which the Common Stock is traded on the Trading Market, excluding electronic or extended trading hours.

(36) "Trading Market" means The Nasdaq Capital Market (or any of The Nasdaq Global Market, The Nasdaq Global Select Market, the NYSE American or the New York Stock Exchange, or any successor to any of the foregoing, on which the Common Stock is then listed).

(37) "Transaction Documents" means this Agreement, the Certificate of Designations, the Registration Rights Agreement, the Pre-Funded Warrants, the irrevocable transfer agent instructions contemplated by Section 2, and all other documents, instruments and certificates delivered in connection herewith.

(38) "Transfer Agent" means VStock Transfer, the current transfer agent of the Company, and any successor transfer agent.

(39) "Underlying Shares" means the shares of Common Stock issued or issuable upon conversion or redemption of the Preferred Stock and upon exercise of the Pre-Funded Warrants.

(40) "Variable Rate Transaction" means a transaction in which the Company or any Subsidiary (A) issues or sells any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive additional shares of Common Stock either (1) at a conversion price, exercise price or exchange rate or other price that is based upon or varies with the trading prices of or quotations for the shares of Common Stock at any time after the initial issuance of such securities, or (2) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such securities or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the Common Stock (other than standard anti-dilution adjustments for stock splits, combinations and similar events), or (B) enters into any agreement, including an equity line of credit, "at-the-market" offering or similar arrangement, whereby the Company may issue securities at a future determined price.

(b) Sale and Issuance of Preferred Stock. Subject to the terms and conditions of this Agreement, the Purchaser agrees to purchase at the Initial Closing and the Second Closing (each as defined below), and the Company agrees to sell and issue to the Purchaser, an aggregate of 6,000 shares of Preferred Stock having an aggregate Stated Value of US$6,000,000 (the "Face Value"), against which the Purchaser shall make advances of monies to the Company in the aggregate amount of US$5,000,000 (each, an "Advance"), all according to the terms of this Agreement and the Certificate of Designations.

(c) Initial Advance. The Advance at the Initial Closing shall be in the amount of US$3,500,000 (the "Initial Advance") against the issuance of 4,200 shares of Preferred Stock having an aggregate Stated Value of US$4,200,000, and the Closing Date of the Initial Advance shall be as soon as practicable after the execution and delivery of this Agreement and the other Transaction Documents (the "Initial Closing Date"); provided that the Purchaser shall be under no obligation to make the Initial Advance unless the Company shall have first (i) filed the Certificate of Designations with the Secretary of State of the State of Delaware, (ii) reserved for issuance to the Purchaser the Required Reserve Amount, and (iii) satisfied each of the other conditions set forth in Section 5.

(d) Second Advance. The Advance at the Second Closing shall be in the amount of US$1,500,000 (the "Second Advance") against the issuance of 1,800 shares of Preferred Stock having an aggregate Stated Value of US$1,800,000. Subject to the satisfaction (or written waiver by the Purchaser) of the conditions set forth in Section 5, the Closing Date of the Second Advance (the "Second Closing Date") shall be the earlier of (i) the ninetieth (90th) calendar day following the Effective Date of the Initial Registration Statement, and (ii) the fifth (5th) Trading Day following the Company's delivery to the Purchaser of a written notice electing to accelerate the Second Advance (an "Acceleration Notice"), which Acceleration Notice may be delivered at any time following the Effective Date of the Initial Registration Statement; provided that the Equity Acceleration Conditions shall be satisfied (or waived in writing by the Purchaser) on the date of delivery of the Acceleration Notice and on each Trading Day thereafter through and including the Second Closing Date.

(e) Purchase Price; Original Issue Discount. The amount of each Advance shall be the purchase price of the shares of Preferred Stock issued in connection with such Advance, and shall be equal to the aggregate Stated Value of such shares divided by 1.20 (the "Purchase Price"), reflecting an original issue discount of twenty percent (20%) on the amount advanced (being US$5,000,000 of aggregate Advances for US$6,000,000 of aggregate Stated Value). The Preferred Stock shall bear no dividend or interest (0.00% per annum), except as expressly provided in the Certificate of Designations following a Triggering Event.

(f) Commitment Shares. In consideration of the Purchaser's commitment to purchase the Preferred Stock and make the Advances pursuant to the terms and conditions hereof, the Company agrees to issue to the Purchaser 150,000 shares of Common Stock (the "Commitment Shares"). The Commitment Shares shall be fully earned upon the execution and delivery of this Agreement, shall be duly issued and delivered to the Purchaser (or its designated affiliate) in book-entry form at the Initial Closing, and shall be included as Registrable Securities in the Initial Registration Statement. To the extent the issuance of any Commitment Shares would cause the Purchaser to exceed the Beneficial Ownership Limitation, the Company shall, at the Purchaser's election, issue such Commitment Shares in the form of a Pre-Funded Warrant. If the issuance of the Commitment Shares is prohibited by applicable law or the rules of the Trading Market, the commitment fee shall instead be payable in an equivalent cash amount equal to 150,000 multiplied by the Closing Price of the Common Stock on the Trading Day immediately preceding the Initial Closing Date.

(g) Closing. Subject to the satisfaction (or written waiver) of the conditions set forth in Section 5 and Section 6 below, on each Closing Date (as defined below):

(i) the Company shall deliver to the Purchaser (1) evidence reasonably satisfactory to the Purchaser of the Company instruction letter to its Transfer Agent for issuance of the shares of Preferred Stock being purchased at such Closing, registered in the name of the Purchaser in book-entry form on the stock ledger of the Company, (2) at the Initial Closing, the Company instruction letter to the Transfer Agent for issuance of the Commitment Shares, and (3) each other deliverable required under Section 5 with respect to such Closing; and

(ii) the Purchaser shall deliver or cause to be delivered to the Company, via wire transfer, immediately available funds equal to the Purchase Price of the Preferred Stock purchased at such Closing, less the Transaction Costs as set forth in Section 1(h), which amounts the Company hereby irrevocably directs the Purchaser to pay directly to such holders on the Company's behalf.

The purchase and sale of the Preferred Stock shall take place remotely by the electronic exchange among the parties and their counsel of all documents and deliverables required under this Agreement at 10:00 a.m. eastern time on the Initial Closing Date, and the Second Closing Date, as applicable, or on such other date as the Company and the Purchaser shall mutually agree upon, orally or in writing (which time and place are designated as a "Closing", such date, a "Closing Date"; the Closing of the Initial Advance, the "Initial Closing"; and the Closing of the Second Advance, the "Second Closing").

(h) Transaction Costs. Purchaser shall deduct from the Initial Advance the following fees, costs and expenses (collectively, "Transaction Costs"): All legal costs incurred by the Purchaser in connection with discussing, structuring, documenting and closing the transactions contemplated hereby not exceeding $30,000, of which $7,500 was paid upon the execution and delivery of the Term Sheet in anticipation of this Agreement, and up to the remaining $22,500 shall be paid following the Company's receipt of reasonably documented invoices from Stern Tannenbaum & Bell LLP, which the Company hereby expressly authorizes the Purchaser to deduct from the Initial Advance.

(i) Reserved

(j) Pre-Funded Warrants. At the election of the Purchaser in any Conversion Notice or Redemption Notice response, all or any portion of the Underlying Shares otherwise issuable upon such conversion or redemption shall be delivered in the form of a pre-funded warrant to purchase an equal number of shares of Common Stock, substantially in the form attached hereto as Exhibit D (each, a "Pre-Funded Warrant"), having an exercise price of $0.0001 per share, exercisable immediately and until exercised in full, subject to the Beneficial Ownership Limitation. The Pre-Funded Warrants shall be deemed fully paid (other than the nominal exercise price) upon issuance by virtue of the conversion or redemption of the applicable Stated Value, and no additional consideration shall be payable therefor.

2. Covenants, Representations and Warranties of the Company. The Company hereby covenants, represents and warrants to the Purchaser, as of the Signing Date and as of each Closing Date, that:

(a) Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties. Schedule 2(a) sets forth each Subsidiary of the Company, its jurisdiction of organization and the Company's ownership interest therein, and except as set forth on Schedule 2(a), each Subsidiary is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

(b) Authorization. This Agreement, the other Transaction Documents, the Preferred Stock, the Pre-Funded Warrants, the Commitment Shares and the Underlying Shares have been duly authorized by all necessary corporate action on the part of the Company and its board of directors, and, with the exception of the Change of Control Cap Stockholder Approval no further action is required by the Company, its board of directors or its stockholders in connection therewith other than the filing of the Certificate of Designations. This Agreement and the other Transaction Documents, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(c) Stockholder Approval. The Company received stockholder approval for purpose of Nasdaq Marketplace Rule 5635(d), for the issuance of the Underlying Shares and the Commitment Shares at its Special Meeting of Stockholders on October 30, 2026 (the "Exchange Cap Stockholder Approval"),,has not been rescinded or revoked and remains in full force and effect.

(d) Registration Rights Agreement. The Registration Rights Agreement has been executed and delivered by the Company, has not been rescinded or revoked and remains in full force and effect,

(e) Reservation of Common Stock. The Company shall at all times while any Preferred Stock or Pre-Funded Warrant is outstanding reserve from its duly authorized and unissued shares of Common Stock not less than the Required Reserve Amount, solely for issuance to the Purchaser pursuant to the Transaction Documents. If at any time the number of authorized and unreserved shares of Common Stock is insufficient to satisfy the Required Reserve Amount, the Company shall promptly (and in any event within sixty (60) days) take all corporate action necessary to increase its authorized shares of Common Stock, including calling a meeting of stockholders and recommending such increase.

(f) Irrevocable Instruction to Transfer Agent. The Company will duly instruct its Transfer Agent to facilitate the issuance of the Commitment Shares and of Registered Free Trading Shares to the Purchaser upon (a) the effectiveness of the Registration Statement and delivery of a prospectus to Purchaser thereunder, and (b) the conversion or redemption of the Preferred Stock and the exercise of the Pre-Funded Warrants, by executing and delivering to its Transfer Agent an irrevocable instruction and transfer agreement substantially in the form annexed hereto as Exhibit B or in such other form as may be reasonably required by the Transfer Agent and reasonably acceptable to the Purchaser, which instruction shall be duly countersigned by the Transfer Agent and delivered to the Company and to the Purchaser on or prior to the Initial Closing Date. In the event only Rule 144 Salable Shares are available to be delivered to Purchaser upon Conversion, then the Company will duly instruct its Transfer Agent to facilitate the issuance of Rule 144 Salable Shares to the Purchaser upon reasonable certification of compliance with Rule 144, as to which the Company shall at its own expense supply an issuer's representation letter or certificate and an opinion by the Company's counsel that such Shares may be issued under Rule 144 without restrictive legend.

(g) Capitalization. Schedule 2(g) sets forth, as of the Signing Date, the authorized and outstanding capital stock of the Company and all outstanding options, warrants, convertible securities and other rights to acquire capital stock of the Company. Except as set forth on Schedule 2(g), (i) there are no preemptive rights, rights of first refusal, participation rights, most favored nation rights or similar rights of any person with respect to the issuance of the Securities, and (ii) the issuance of the Securities will not trigger any anti-dilution, price-reset or similar adjustment under any outstanding security of the Company.

(h) Valid Issuance. The Preferred Stock, when issued and paid for in accordance with this Agreement, and the Commitment Shares, when issued in accordance with this Agreement, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens other than restrictions on transfer under applicable securities laws. The Underlying Shares, when issued in accordance with the Certificate of Designations or the Pre-Funded Warrants, as applicable, will be duly and validly issued, fully paid and nonassessable.

(i) No Conflicts; Consents. Except as set forth in Schedule 2(i), the execution, delivery and performance by the Company of the Transaction Documents and the issuance of the Securities do not and will not (i) conflict with or violate the Company's certificate of incorporation, bylaws or other organizational documents, (ii) conflict with, constitute a default under, or give rise to any right of termination, acceleration or cancellation under, any agreement, instrument or other understanding to which the Company or any Subsidiary is a party or by which its assets are bound (including any instrument evidencing the Indebtedness set forth on Schedule 2(n)), or (iii) result in a violation of any law, rule, regulation, order or judgment applicable to the Company, including the rules of the Trading Market. No consent, approval or filing is required in connection therewith other than (A) the filing of the Certificate of Designations, (B) the filings required by the Registration Rights Agreement, (C) a Form D and applicable state securities filings, and (D) a Notification Form: Listing of Additional Shares with the Trading Market.

(j) SEC Reports; Financial Statements. Except as set forth on Schedule 2(j), the Company has timely filed all SEC Reports. As of their respective filing dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, and none of the SEC Reports contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements included in the SEC Reports have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") consistently applied and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the results of operations and cash flows for the periods then ended.

(k) No Material Changes; Litigation. Since the date of the latest audited financial statements included in the SEC Reports, except as disclosed in the SEC Reports, (i) there has been no event or circumstance that has had or would reasonably be expected to have a Material Adverse Effect, and (ii) the Company has not incurred any liabilities other than in the ordinary course of business. There is no action, suit, investigation or proceeding pending or, to the Company's knowledge, threatened against the Company or any Subsidiary which would reasonably be expected to have a Material Adverse Effect or which challenges the validity of any Transaction Document.

(l) Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 12(b) of the Exchange Act and is listed on The Nasdaq Capital Market. Except as disclosed on Schedule 2(l), the Company has not, in the twelve (12) months preceding the Signing Date, received notice from the Trading Market to the effect that the Company is not in compliance with the listing or maintenance requirements of the Trading Market, and the Company is in compliance with all such requirements.

(m) Private Placement; No Integrated Offering; No General Solicitation. Assuming the accuracy of the Purchaser's representations in Section 3, no registration under the Securities Act is required for the offer and sale of the Securities by the Company to the Purchaser. Neither the Company nor any person acting on its behalf has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer or sale of the Securities, or made any offers or sales of any security under circumstances that would cause the offering of the Securities to be integrated with prior offerings for purposes of the Securities Act or any applicable stockholder approval provisions of the Trading Market. None of the Company, its directors, executive officers or other "covered persons" is subject to any "bad actor" disqualification described in Rule 506(d) under the Securities Act.

(n) Indebtedness; Title; Liens. Schedule 2(n) sets forth all outstanding Indebtedness of the Company and its Subsidiaries as of the Signing Date, including, without limitation, the Agile Indebtedness, the Exchange Note, and the Indebtedness owing to FirstFire Global Opportunities Fund, LLC, Vanquish Funding Group, Inc., and Dune Equity Holdings LLC, together with the holder, outstanding amount, maturity and any Liens securing the same. Upon the payment of the Agile Indebtedness from the proceeds of the Agile Takeout Loan and filing of the UCC-3 termination statement referenced in Section 5(c), the Company and its Subsidiaries will have good and marketable title to all of their respective assets, free and clear of all Liens other than Permitted Liens, will constitute valid, perfected (upon the filing of financing statements and delivery of pledged collateral) first-priority security interests in the Collateral (as defined therein).

(o) Solvency. After giving effect to the receipt of the Initial Advance and the application thereof in accordance withSchedule 4(a), (i) the fair saleable value of the Company's assets exceeds the amount required to pay its liabilities as they mature, (ii) the Company's assets do not constitute unreasonably small capital to carry on its business, and (iii) the Company does not intend to incur debts beyond its ability to pay as they mature.

(p) Investment Company; Taxes; Compliance. The Company is not, and immediately after receipt of payment for the Securities will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company and its Subsidiaries have filed all material tax returns and paid all material taxes due. Neither the Company nor any Subsidiary, nor to the Company's knowledge any director, officer, agent or employee thereof, has violated the U.S. Foreign Corrupt Practices Act of 1977, applicable anti-money laundering laws, or any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

(q) Disclosure. All disclosure furnished by or on behalf of the Company to the Purchaser regarding the Company, its business and the transactions contemplated hereby is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. Following the filing of the Form 8-K required by Section 4(h), the Purchaser will not be in possession of any material, non-public information regarding the Company received from the Company or any person acting on its behalf.

3. Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to the Company that:

(a) Authorization. The Purchaser has full power and authority to enter into this Agreement. This Agreement, when executed and delivered by the Purchaser, will constitute a valid and legally binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of a specific performance, injunctive relief, or other equitable remedies.

(b) Purchase Entirely for Own Account. This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Securities to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof in violation of the Securities Act, without prejudice, however, to the Purchaser's right at all times to sell or otherwise dispose of all or any part of such Securities pursuant to an effective registration statement or an available exemption under the Securities Act. The Purchaser either has not been formed for the specific purpose of acquiring the Securities, or each beneficial owner of equity securities of or equity interests in the Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D.

(c) Knowledge; Financial Statements. The Purchaser is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. In particular, the Purchaser acknowledges that such Purchaser has reviewed the SEC Reports and has made due inquiry of the Company and received satisfactory responses thereto. Such review shall not modify, limit or otherwise affect the Purchaser's right to rely on the Company's representations and warranties contained in the Transaction Documents.

(d) Restricted Securities. The Purchaser understands that the Securities have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144, and that, until registered for resale or eligible for sale under Rule 144, the Securities (other than Registered Free Trading Shares) will bear a customary restrictive legend.

(e) No Public Market. The Purchaser understands that no public market now exists for the Preferred Stock or the Pre-Funded Warrants, and that the Company has made no assurances that a public market will ever exist for such Securities.

(f) Accredited Investor. The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D.

(g) Foreign Investors. If a Purchaser is not a United States person (as defined by Rule 902(k) under the Securities Act), such Purchaser hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to purchase the Securities or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Securities. Such Purchaser's subscription and payment for, and its continued beneficial ownership of, the Securities will not violate any applicable securities or other laws of the Purchaser's jurisdiction.

(h) Foreign Investment Regulations. The Purchaser represents that any consideration to be paid for the Securities pursuant to this Agreement does not derive from activity that is or was contrary to law or from a person or location that is or was the subject of a United States embargo or other economic sanction and that no consideration to be paid for the Securities in accordance with this Agreement will provide the basis for liability for any person under United States anti-money laundering laws or economic sanctions laws. The Purchaser represents that neither such Purchaser nor any of its nominees or affiliates is on the specially designated OFAC list or similar European Union watchlist.

4. Additional Covenants of the Company. The Company covenants and agrees with the Purchaser that, for so long as any Preferred Stock or Pre-Funded Warrant is outstanding (or, in the case of Sections 4(f) and 4(g), for so long as any Preferred Stock is outstanding):

(a) Use of Proceeds. The Company shall use the net proceeds of the Initial Advance and the Second Advance for working capital and general corporate purposes and for the payment of certain Indebtedness set forth on Schedule 4(a). The Company shall not use any proceeds (i) for the satisfaction of Indebtedness on Schedule 2(l) not identified on Schedule 4(a), (ii) for the redemption or repurchase of any equity securities of the Company (other than for Preferred Stock under the Designations) ,or (iii) in violation of the Foreign Corrupt Practices Act or OFAC regulations. It is understood that under this provision, the Company may pay (1) the debts set forth on Schedule 2(l) and not listed on Schedule 4(a) as and when the same shall become due and payable according to their terms and (2) the agreed upon buyouts of warrants held by Armistice Capital Master Fund Ltd. in an amount not to exceed US$250,000 and Intracoastal Capital LLC in an amount not to exceed $25,000 as set forth on Schedule 4(a).

(c) Limitation on Indebtedness and Variable Rate Transactions. The Company shall not, and shall cause its Subsidiaries not to, directly or indirectly, (i) incur, create, assume, guarantee or permit to exist any Indebtedness, whether secured or unsecured, other than Permitted Indebtedness, without the prior written approval of the Purchaser, or (ii) enter into, or effect any issuance under, any Variable Rate Transaction; provided, however, that the Company may enter into a Permitted ELOC, including filing of a Registration Statement on Form S-1 in connection with same and may sell shares of Common Stock thereunder with the Purchaser's prior written consent. The Purchaser shall be entitled to obtain injunctive relief against the Company to preclude any issuance in violation of this Section 4(c), which remedy shall be in addition to any right to collect damages.

(d) Negative Pledge; Liens. The Company shall not, and shall cause its Subsidiaries not to, (i) create, incur, assume or permit to exist any Lien on any of its assets other than Permitted Liens, or (ii) enter into any agreement with any person other than the Purchaser that prohibits or restricts the Company or any Subsidiary from creating, incurring or permitting to exist any Lien on, or security interest in, any of its assets (a "Negative Pledge"), in each case without the prior written approval of the Purchaser.

(e) Prepayment from Financings. If the Company or any Subsidiary consummates any issuance or sale of equity securities, equity-linked securities or Indebtedness, or any other financing transaction (including any sale under a Permitted ELOC, each, a "Subsequent Financing"), the Company shall give the Purchaser written notice thereof within one (1) Trading Day after the closing thereof, and upon the written request of the Purchaser delivered within ten (10) Trading Days after receipt of such notice, the Company shall, within two (2) Trading Days after such request, apply twenty-five percent (25%) of the net cash proceeds of such Subsequent Financing to redeem outstanding shares of Preferred Stock in cash at one hundred percent (100%) of the Stated Value thereof (together with any other amounts then due under the Certificate of Designations), which redemption amounts shall be applied against the remaining Monthly Redemption Amounts in order of their due dates.

(f) Most Favored Nation. If the Company or any Subsidiary enters into any Subsequent Financing involving equity, equity-linked securities or Indebtedness convertible into or exchangeable for equity with a Third Party on terms (including as to price, discount, interest, original issue discount, commitment fees or shares, warrant coverage, conversion or redemption terms, registration rights, security or covenants) that are more favorable to such Third Party than the terms of the Transaction Documents are to the Purchaser, then the Company shall notify the Purchaser of such terms within one (1) Trading Day after entering into such Subsequent Financing, and the Transaction Documents shall, at the Purchaser's election, be amended to include such more favorable terms. The Company acknowledges that any such Subsequent Financing remains subject to the Purchaser's prior written approval to the extent required by Sections 4(c) and 4(d).

(g) Restructuring of Existing Noteholders. The Company shall use its reasonable best efforts to effect the exchange of the outstanding convertible notes of the Company held by the holders identified on Schedule 4(g) (the "Existing Noteholders") into convertible preferred stock of the Company on terms no more favorable to such holders than the terms of the Preferred Stock (any such exchange, a "Restructuring"); provided that (i) any securities issued in a Restructuring shall rank junior to, or (with the Purchaser's prior written consent) pari passu with, the Preferred Stock as to dividends, redemption and distributions upon liquidation, and shall not be secured by any Lien, (ii) the definitive documentation for any Restructuring shall be subject to the prior written approval of the Purchaser, not to be unreasonably withheld, and (iii) no Restructuring shall cause a Triggering Event or reduce the Required Reserve Amount available to the Purchaser.[1]

(h) Public Disclosure; Material Non-Public Information. The Company shall, on or before 9:00 a.m. (New York City time) on the fourth (4th) Business Day following the Initial Closing Date, file a Current Report on Form 8-K disclosing the material terms of the transactions contemplated hereby and attaching the material Transaction Documents as exhibits thereto, and shall file a Current Report on Form 8-K with respect to each subsequent Closing to the extent required. From and after such filing, the Company shall not provide the Purchaser with any material, non-public information regarding the Company without the Purchaser's prior written consent, and the Company shall not publicly disclose the name of the Purchaser except as required by law or the rules of the Trading Market.

(i) Form D; Blue Sky; Listing of Shares. The Company shall timely file a Form D with respect to the Securities as required under Regulation D and make all filings required under applicable state securities laws. The Company shall timely file a Notification Form: Listing of Additional Shares with the Trading Market with respect to the Commitment Shares and the Underlying Shares, and shall use its reasonable best efforts to maintain the listing of the Common Stock on a Trading Market.

(j) Rule 144 Information; Legend Removal. The Company shall timely file all reports required under the Exchange Act so as to satisfy the current public information requirements of Rule 144(c). Upon the earliest of (i) the effectiveness of a Registration Statement covering the resale of the applicable Securities, (ii) a sale pursuant to Rule 144, or (iii) the Securities becoming eligible for sale under Rule 144 without volume or manner-of-sale restrictions, the Company shall cause its counsel to deliver a legal opinion to the Transfer Agent and shall cause the Transfer Agent to issue such Securities free of restrictive legends within two (2) Trading Days after request by the Purchaser, at the Company's sole expense.

(k) Reserved.

(l) Equal Treatment; No Circumvention. The Company shall not, by amendment of its certificate of incorporation, the Certificate of Designations or bylaws, or through any reorganization, transfer of assets, consolidation, merger, dissolution, issuance or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of the Transaction Documents.

(m) Tax Matters. The Company and the Purchaser shall cooperate in good faith to determine the U.S. federal income tax treatment of the Preferred Stock, including whether any excess of the Stated Value over the Purchase Price constitutes a constructive distribution under Section 305(c) of the Internal Revenue Code of 1986, as amended. The Company shall not withhold any amount from any payment or delivery to the Purchaser except to the extent required by applicable law, shall give the Purchaser not less than ten (10) Business Days' prior written notice of any intended withholding, and shall cooperate with the Purchaser to reduce or eliminate any such withholding. If any withholding is required on any payment or delivery under the Transaction Documents, the Company shall pay such additional amounts as are necessary so that the net amount received by the Purchaser equals the amount it would have received absent such withholding.

5. Conditions of the Purchaser's Obligations at Closing. The obligations of the Purchaser to the Company under this Agreement at each Closing are subject to the fulfillment, on or before such Closing, of each of the following conditions, unless otherwise waived in writing by the Purchaser:

(a) Representations and Warranties. The representations and warranties of the Company contained in Section 2 shall be true and correct in all material respects (or, to the extent qualified by materiality or Material Adverse Effect, in all respects) on and as of such Closing with the same effect as though such representations and warranties had been made on and as of the date of such Closing.

(b) Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Securities pursuant to this Agreement shall be obtained and effective as of such Closing.

(c) Performance; No Triggering Event. The Company shall have performed, satisfied and complied in all material respects with all covenants and agreements required by the Transaction Documents to be performed by it at or prior to such Closing, and no Triggering Event, and no event that with notice or lapse of time or both would constitute a Triggering Event, shall have occurred and be continuing.

(d) Initial Closing Deliverables. At the Initial Closing: (i) the Certificate of Designations shall have been filed with and accepted by the Secretary of State of the State of Delaware; (ii) the Company shall have delivered duly executed counterparts of the Registration Rights Agreement; (iii) the Company shall have delivered the irrevocable transfer agent instructions described in Section 2, duly countersigned by the Transfer Agent; (iv) the Company shall have delivered a certificate of its Secretary certifying its organizational documents, board resolutions approving the Transaction Documents and incumbency, together with a good standing certificate from the Secretary of State of the State of Delaware dated within five (5) Business Days of the Initial Closing Date; (v) the Company shall have delivered an opinion of its outside counsel, in form and substance reasonably satisfactory to the Purchaser, as to customary corporate, enforceability, no-conflicts, and exemption from registration; (vi) the Company shall have paid the Agile Indebtedness in full and delivered all UCC-3 termination statements and other releases necessary to terminate all Liens securing the Agile Indebtedness upon payment of the amounts set forth therein no later than five (5) days after the Signing Date; (vi) the Commitment Shares shall have been issued; and (viii) the Company shall have delivered an officer's certificate certifying as to the satisfaction of the conditions in Sections 5(a), (c) and (e).

(e) No Material Adverse Effect; Listing. No Material Adverse Effect shall have occurred, and the Common Stock shall be listed on the Trading Market and shall not be subject to any suspension of trading, delisting determination or stop order.

(f) Second Closing Conditions. At the Second Closing: (i) the Company shall have paid all Monthly Redemption Amounts and other amounts then due under the Certificate of Designations; (ii) the Company shall have reserved the Required Reserve Amount after giving effect to such Closing; (iii) in the case of an accelerated Second Closing, the Equity Acceleration Conditions; and (iv) the Company shall have delivered an officer's certificate and a bring-down of the legal opinion described in Section 5(d)(v).

6. Conditions of the Company's Obligations at Closing. The obligations of the Company to the Purchaser under this Agreement are subject to the fulfillment, on or before each Closing, of each of the following conditions, unless otherwise waived:

(a) Representations and Warranties. The representations and warranties of the Purchaser contained in Section 3 shall be true on and as of such Closing with the same effect as though such representations and warranties had been made on and as of such Closing.

(b) Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Securities pursuant to this Agreement shall be obtained and effective as of such Closing.

(c) Delivery of Form W-8 BEN-E or Form W-9. The Purchaser shall have completed and delivered to the Company a validly executed IRS Form W-8 BEN-E or IRS Form W-9, as applicable, establishing such Purchaser's exemption from withholding tax.

7. Indemnification. The Company shall indemnify, defend and hold harmless the Purchaser and its Affiliates and their respective directors, officers, shareholders, partners, members, managers, employees, agents and controlling persons (each, a "Purchaser Party") from and against any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlement, court costs and reasonable attorneys' fees and costs of investigation (collectively, "Losses"), that any Purchaser Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in any Transaction Document, including any failure to timely deliver or list Underlying Shares or Commitment Shares, or (b) any action instituted against a Purchaser Party by any stockholder of the Company or other Third Party with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a breach of the Purchaser's representations, warranties or covenants under the Transaction Documents or any conduct by such Purchaser Party which constitutes fraud, gross negligence or willful misconduct). A Purchaser Party seeking indemnification shall promptly notify the Company in writing of any third-party claim, and the Company shall have the right to assume the defense thereof with counsel reasonably acceptable to such Purchaser Party; provided that any Purchaser Party shall have the right to employ separate counsel at the Company's expense if the Company fails to promptly assume such defense or if there is a material conflict of interest between the Company and such Purchaser Party. The indemnification required by this Section 7 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Losses are incurred.

8. Finder's Fee. Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction except i) as maybe paid solely out of the Transaction Costs or ii) any fees due and payable pursuant to existing engagement letters with investment banking firms executed prior to the execution of this Agreement and disclosed to the Purchaser in writing. The Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which such Purchaser or any of its officers, employees, or representatives is responsible. The Company agrees to indemnify and hold harmless the Purchaser from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

9. Reserved.

10. Miscellaneous.

(a) Governing Law. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York, without giving effect to principles of choice or conflicts of law; provided that matters relating to the internal affairs of the Company and the rights, preferences and privileges of the Preferred Stock shall be governed by the General Corporation Law of the State of Delaware.

(b) Jurisdiction; Waiver of Jury Trial. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection with any Transaction Document, and irrevocably waives any objection that any such court is an improper or inconvenient forum. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT.

(c) Entire Agreement. This Agreement, and the documents referred to herein constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements existing between the parties hereto, including the Term Sheet (other than the confidentiality provisions thereof), are expressly canceled.

(d) Amendments and Waivers. Any term of this Agreement may be amended or waived only with the written consent of the Company and Purchaser.

(e) Successors and Assigns. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser. The Purchaser may assign any or all of its rights under this Agreement to any Affiliate or to any person to whom the Purchaser assigns or transfers any Securities in compliance with applicable securities laws.

(f) Notices. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(g) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith so as to effect the original intent of the parties as closely as possible. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(h) Construction. This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

(i) Survival; Remedies. The representations, warranties, covenants and agreements of the parties contained herein shall survive each Closing. The rights and remedies of the Purchaser under the Transaction Documents are cumulative and not exclusive of any rights or remedies provided by law, and the Purchaser shall be entitled to specific performance and injunctive relief, without the posting of a bond, to prevent breaches of the Transaction Documents.

(j) Termination. This Agreement may be terminated by the Purchaser by written notice to the Company if the Initial Closing has not occurred on or before November 30, 2026. The Purchaser's obligation to fund the Second Advance shall terminate if the Second Closing Date has not occurred on or before the date that is twelve (12) months after the Initial Closing Date.

(k) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile or scanned copy or by electronic signature duly verified (such as through DocuSign®, Adobe Sign®, or an equivalent facility) will have the same force and effect as execution of an original.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have caused this Securities Purchase Agreement to be executed by their officers thereunto duly authorized as of the date first above indicated.

CHANGE AGENTS CORPORATION

By /s/ Sam Knipper
Name: Sam Knipper
Title: Chief Financial Officer
Addresses for Notices:
4400 Route 9 South, Suite 3100
Freehold, New Jersey 07728
Email: sam@changeagentscorp.com

INDIGO CAPITAL INVESTMENTS LTD.

By /s/ George Sandhu
Name: George Sandhu
Title: Director
Addresses for Notices:
Email:

EXHIBITS AND SCHEDULES

Exhibit A – Form of Certificate of Designations
Exhibit B – Form of Irrevocable Transfer and Instruction Agreement
Exhibit C – Form of Registration Rights Agreement
Exhibit D – Form of Pre-Funded Warrant

Schedule 2(a) – Subsidiaries
Schedule 2(g) – Capitalization; Rights Triggered by Issuance
Schedule 2(i) – No Conflicts
Schedule 2(j) - SEC Reports; Financial Statements
Schedule 2(l) – Trading Market Notices
Schedule 2(n) – Indebtedness and Liens
Schedule 4(a) – Use of Proceeds of Initial Advance
Schedule 4(g) – Existing Noteholders

Exhibit 10.2

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made and entered into as of November 22, 2026, by and between CHANGE AGENTS CORPORATION, a Delaware corporation (the "Company"), and INDIGO CAPITAL INVESTMENTS LTD., a limited company organized under the laws of the Cayman Islands (together with its permitted assigns, the "Holder").

This Agreement is made pursuant to the Securities Purchase Agreement, dated as of the date hereof, between the Company and the Holder (the "Purchase Agreement"). Capitalized terms used and not otherwise defined herein have the meanings given them in the Purchase Agreement.

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) "Allowable Grace Period" has the meaning set forth in Section 3(c).

(b) "Effectiveness Deadline" means with respect to the Initial Registration Statement or any Additional Registration Statement, the ninetieth (90th) calendar day following the respective Closing Date (or the 120th calendar day in the event of a full review,; provided that if the Company is notified by the SEC that a Registration Statement will not be reviewed or is no longer subject to further review, the Effectiveness Deadline shall be the fifth (5th) Trading Day following such notification if earlier than the date otherwise required above.

(c) "Filing Deadline" means (i) with respect to the Initial Registration Statement and any Additional, Registration Statement, the thirtieth (30th) calendar day following the respective Closing Date.

(d) "Initial Registration Statement" means the initial Registration Statement filed pursuant to Section 2(a).

(e) "Additional Registration Statement" means any Registration Statement, other than the Initial Registration Statement, filed pursuant to this Agreement, including the Second Registration Statement.

(f) "Prospectus" means the prospectus included in a Registration Statement, as amended or supplemented.

(g) "Registrable Securities" means (i) for the Initial Registration Statement, (A) the Commitment Shares, and (B) all Underlying Shares issued or issuable upon conversion or redemption of the Preferred Stock and exercise of the Pre-Funded Warrants issued at the Initial Closing (in each case without regard to any limitation on conversion, redemption or exercise), and (ii) for the Second and any Additional Registration Statement, all Underlying Shares issued or issuable upon conversion or redemption of the Preferred Stock and exercise of the Pre-Funded Warrants issued at the Second and any subsequent Closing (in each case without regard to any limitation on conversion, redemption or exercise), and (iii) any securities issued or issuable with respect to the foregoing by way of stock split, dividend, recapitalization or similar event; provided that Registrable Securities shall cease to be Registrable Securities upon the earlier of their sale pursuant to an effective Registration Statement or Rule 144, or the date they may be sold without restriction (including volume and manner-of-sale restrictions and current public information requirements) under Rule 144.

(h) "Registration Default" means any of the following: (i) the Initial Registration Statement is not filed on or prior to its Filing Deadline; (ii) the Initial Registration Statement is not declared effective by the SEC on or prior to its Effectiveness Deadline; (iii) any Additional Registration Statement is not filed or declared effective on or prior to its applicable Filing Deadline or Effectiveness Deadline; or (iv) after its effective date, a Registration Statement ceases for any reason to remain continuously effective as to all Registrable Securities required to be included therein, or the Holder is otherwise not permitted to utilize the Prospectus to resell such Registrable Securities, for more than ten (10) consecutive Trading Days or more than an aggregate of twenty (20) Trading Days in any 365-day period (other than during an Allowable Grace Period).

(i) "Required Registration Amount" means, as of any time of determination, 200% of the sum of (i) the maximum number of Underlying Shares issuable upon conversion of the Preferred Stock, assuming for purposes hereof that (x) the Preferred Stock are convertible at the Fixed Conversion Price (as defined in the Certificate of Designations), and (y) any such conversion shall not take into account any limitations on the conversion of the Preferred Shares set forth in the Certificate of Designations) and (ii) the maximum number of Underlying Shares issuable upon exercise of the Pre-Funded Warrants (without taking into account any limitations on the exercise of the Pre-Funded Warrants set forth therein), all subject to adjustment as provided in Section 2(c) and for the Initial Registration Statement only, the Commitment Shares

(j) "Registration Statement" means any registration statement of the Company filed under the Securities Act that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements thereto, all exhibits thereto and all material incorporated by reference therein.

(j) "SEC Guidance" means (i) any publicly available written or oral guidance, comments, requirements or requests of the SEC staff and (ii) the Securities Act.

(k) "Second Registration Statement" means the Registration Statement filed following the Second Closing

2. Registration.

(a) Initial Registration Statement. On or prior to the Filing Deadline, the Company shall prepare and file with the SEC the Initial Registration Statement on Form S-1 (or on Form S-3 if the Company is then eligible to use Form S-3 for such resale) covering the resale of all of the Registrable Securities, provided that such Initial Registration Statement shall register for resale at least the number of shares of Common Stock equal to the Required Registration Amount as of the date such Registration Statement is filed, or such maximum portion thereof as is permitted by SEC Guidance, for an offering to be made on a continuous basis pursuant to Rule 415. The Initial Registration Statement shall contain a "Plan of Distribution" section substantially in the form provided by the Holder and shall not include any securities other than Registrable Securities without the prior written consent of the Holder. The Company shall use its best efforts to cause the Initial Registration Statement to be declared effective under the Securities Act as promptly as possible after the filing thereof, and in any event no later than the Effectiveness Deadline, and shall keep such Registration Statement continuously effective until the date on which no Registrable Securities and registered on the Initial Registration Statement issued in connection with the Initial Closing remain outstanding (the "Initial Effectiveness Period"). The Company shall request effectiveness of the a Registration Statement as of 5:00 p.m. (New York City time) on a Trading Day and shall file a final Prospectus with the SEC as required by Rule 424 by 9:30 a.m. (New York City time) on the Trading Day following the effective date.

(b) Second Registration Statement On or prior to the Filing Deadline, the Company shall prepare and file with the SEC the Second Registration Statement on Form S-1 (or on Form S-3 if the Company is then eligible to use Form S-3 for such resale) covering the resale of all of the Registrable Securities, provided that such Second Registration Statement shall register for resale at least the number of shares of Common Stock equal to the Required Registration Amount as of the date such Registration Statement is filed or such maximum portion thereof as is permitted by SEC Guidance, for an offering to be made on a continuous basis pursuant to Rule 415. The Second Registration Statement shall contain a "Plan of Distribution" section substantially in the form provided by the Holder and shall not include any securities other than Registrable Securities without the prior written consent of the Holder. The Company shall use its reasonable best efforts to cause the Second Registration Statement to be declared effective under the Securities Act as promptly as possible after the filing thereof, and in any event no later than the Effectiveness Deadline, and shall keep such Second Registration Statement continuously effective until the date on which no Registrable Securities issued in connection with the Second Closing remain outstanding (the "Second Effectiveness Period," together with the Initial Effectiveness Period, the "Effectiveness Period"). The Company shall request effectiveness of a Registration Statement as of 5:00 p.m. (New York City time) on a Trading Day and shall file a final Prospectus with the SEC as required by Rule 424 by 9:30 a.m. (New York City time) on the Trading Day following the effective date.

(c) Additional Registration Statements; Rule 415 Cutbacks. If at any time the number of Registrable Securities exceeds the number of shares then registered (including by reason of any cutback required by SEC Guidance), the Company shall file one or more Additional Registration Statements covering such additional Registrable Securities by the applicable Filing Deadline and shall use its reasonable best efforts to cause each to be declared effective by the applicable Effectiveness Deadline. If the SEC limits the number of Registrable Securities that may be included in any Registration Statement, the number of Registrable Securities to be registered shall be reduced first by Underlying Shares issuable in respect of Share Redemptions, and then by other Underlying Shares, with the Commitment Shares reduced last, and the Company shall file Additional Registration Statements as promptly as permitted by SEC Guidance to register the remaining Registrable Securities.

(d) Registration Delay Payments. If a Registration Default described in clause (i) or (ii) of the definition thereof occurs, then, in addition to any other rights the Holder may have hereunder or under applicable law, on the date of such Registration Default and on each thirty (30) day anniversary thereof until the applicable Registration Default is cured, the Company shall pay to the Holder in cash, as partial liquidated damages and not as a penalty, an amount equal to one percent (1.0%) of the aggregate Purchase Price paid by the Holder for all Preferred Stock then outstanding (the "Registration Delay Payments"); provided that the aggregate Registration Delay Payments shall not exceed five percent (5.0%) of such aggregate Purchase Price. Registration Delay Payments shall be paid within five (5) Business Days after the date on which they accrue, shall be prorated for any partial thirty (30) day period, and, if not timely paid, shall bear interest at the rate of one percent (1.0%) per month (prorated for partial months) until paid in full.

(e) Piggyback Registrations. If at any time during the Effectiveness Period there is not an effective Registration Statement covering all of the Registrable Securities and the Company proposes to file any registration statement under the Securities Act with respect to its own account or the account of others (other than on Form S-4 or Form S-8), the Company shall give the Holder written notice thereof and shall include in such registration statement all Registrable Securities that the Holder requests in writing within five (5) Business Days after receipt of such notice.

3. Registration Procedures. In connection with the Company's registration obligations hereunder, the Company shall:

(a) Review. Not less than three (3) Trading Days prior to the filing of each Registration Statement and any related Prospectus or amendment or supplement thereto, furnish to the Holder and its counsel copies of all such documents proposed to be filed, and not file any such document to which the Holder reasonably objects in good faith.

(b) Amendments; Responses. Prepare and file with the SEC such amendments, including post-effective amendments, and supplements as may be necessary to keep each Registration Statement continuously effective during the Effectiveness Period; respond as promptly as reasonably possible (and in any event within ten (10) Trading Days) to any comments received from the SEC; and promptly furnish to the Holder true and complete copies of all correspondence with the SEC relating to a Registration Statement (redacted of any material non-public information).

(c) Notifications; Allowable Grace Period. Notify the Holder as promptly as reasonably possible (and in any event within one (1) Trading Day) of any stop order, comment, request for amendment, suspension of qualification, or event that makes any statement in a Registration Statement or Prospectus untrue or requires any change therein. Notwithstanding anything herein to the contrary, the Company may, upon written notice to the Holder (without disclosing any material non-public information), suspend the use of a Registration Statement if the Company's board of directors determines in good faith that such use would require disclosure of material non-public information the disclosure of which would be materially detrimental to the Company (an "Allowable Grace Period"); provided that no Allowable Grace Period shall exceed ten (10) consecutive Trading Days, Allowable Grace Periods shall not exceed twenty (20) Trading Days in the aggregate during any 365-day period, and no Allowable Grace Period may commence within five (5) Trading Days after the end of a prior Allowable Grace Period.

(d) Stop Orders; Listing. Use reasonable best efforts to avoid the issuance of, or if issued obtain the withdrawal of, any stop order; cause all Registrable Securities to be listed on the Trading Market.

(e) Holder Information. The Company may require the Holder to furnish a certified statement as to the number of shares of Common Stock beneficially owned by the Holder and the person that has voting and dispositive control over such shares, and such other information as is required by SEC Guidance to be included in a Registration Statement.

4. Registration Expenses. All fees and expenses incident to the Company's performance of or compliance with this Agreement (including all registration and filing fees, Trading Market fees, printing expenses, fees and disbursements of counsel and accountants for the Company, and the fees of the Transfer Agent) shall be borne by the Company, whether or not any Registrable Securities are sold pursuant to a Registration Statement. The Holder shall bear its own brokerage commissions and transfer taxes.

5. Indemnification.

(a) Indemnification by the Company. The Company shall indemnify and hold harmless the Holder, its officers, directors, members, partners, agents, investment advisers and employees, and each person who controls the Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorneys' fees) and expenses (collectively, "Losses"), as incurred, arising out of or relating to (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus or any amendment or supplement thereto, or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, in light of the circumstances under which they were made) not misleading, or (ii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act or any state securities law in connection with the performance of its obligations under this Agreement, except to the extent that such untrue statement or omission is based solely upon information regarding the Holder furnished in writing to the Company by the Holder expressly for use therein.

(b) Indemnification by the Holder. The Holder shall indemnify and hold harmless the Company, its directors, officers and controlling persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, to the extent arising out of any untrue statement of a material fact contained in any Registration Statement or Prospectus to the extent, but only to the extent, that such untrue statement is contained in information regarding the Holder furnished in writing by the Holder to the Company expressly for use therein. In no event shall the liability of the Holder hereunder exceed the net proceeds received by the Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) Procedures; Contribution. Any person entitled to indemnification hereunder shall give prompt written notice to the indemnifying party of any claim, and the indemnifying party shall be entitled to assume the defense thereof with counsel reasonably satisfactory to the indemnified party; provided that the indemnified party may retain separate counsel at the indemnifying party's expense if there is a conflict of interest. If indemnification is unavailable, the indemnifying party shall contribute to the amount paid or payable by the indemnified party in such proportion as is appropriate to reflect the relative fault of the parties, provided that the Holder's contribution obligation shall not exceed the net proceeds received by it from the sale of the applicable Registrable Securities.

6. Rule 144. With a view to making available to the Holder the benefits of Rule 144, the Company shall (a) make and keep public information available, as those terms are understood and defined in Rule 144, (b) file with the SEC in a timely manner all reports required of the Company under the Securities Act and the Exchange Act, and (c) furnish to the Holder, promptly upon request, a written statement as to the Company's compliance with the reporting requirements of Rule 144 and the Exchange Act, and such other information as may be reasonably requested to permit the Holder to sell Registrable Securities pursuant to Rule 144 without registration.

7. Miscellaneous.

(a) Remedies; Specific Performance. In the event of a breach by the Company of any of its obligations under this Agreement, the Holder, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, shall be entitled to specific performance of its rights under this Agreement. The Company agrees that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement.

(b) No Inconsistent Agreements; No Other Registrations. The Company shall not enter into any agreement with respect to its securities that would conflict with the rights granted to the Holder hereunder, and, until the Initial Registration Statement has been declared effective, the Company shall not file any other registration statement (other than on Form S-8) without the prior written consent of the Holder.

(c) Amendments and Waivers; Assignment. This Agreement may be amended or waived only by a written instrument signed by the Company and the Holder. The Holder may assign its rights hereunder to any transferee of Registrable Securities. The Company may not assign its rights or obligations hereunder without the prior written consent of the Holder.

(d) Governing Law; Jurisdiction; Jury Waiver; Notices; Counterparts. Sections 10(a), 10(b), 10(f) and 10(k) of the Purchase Agreement shall apply to this Agreement, mutatis mutandis.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

CHANGE AGENTS CORPORATION

By: /s/ Sam Knipper
Name: Sam Knipper
Title: Chief Financial Officer

INDIGO CAPITAL INVESTMENTS LTD.

By: /s/ George Sandhu
Name: George Sandhu
Title: Director

Exhibit 10.3

Change Agents Corporation
4400 Route 9, Suite 3100
Freehold, NJ, 07728

November 23, 2026

VStock Transfer
18 Lafayette Pl, Woodmere
NY 11598

Re: CHANGE AGENTS CORPORATION (the "Company") – Irrevocable Transfer and Instruction Agreement

To the Transfer Agent:

Reference is made to that certain Securities Purchase Agreement, dated as of November 22, 2026 (the "Purchase Agreement"), by and between the Company and Indigo Capital Investments Ltd. (the "Investor"), under which shares of the Company's Series G Original Issue Discount Senior Convertible Preferred Stock (the "Preferred Stock"), having the terms set forth in the Certificate of Designations annexed as Exhibit A to the Purchase Agreement (the "Certificate of Designations"), are being issued to the Investor. The Preferred Stock is convertible into, and redeemable in, shares of common stock, par value $0.0001 per share of the Company ("Common Stock") in accordance with its terms (the "Conversion Shares"), and the Investor may elect or be required to receive pre-funded warrants (the "Pre-Funded Warrants") exercisable for shares of common stock (the "Warrant Shares"). In addition, the Company is issuing to the Investor 150,000 shares of Common Stock and/or Pre-Funded Warrants as commitment shares (the "Commitment Shares"), some of which may also be required to be Warrant Shares issuable upon exercise of Pre-Funded Warrants.

The Certificate of Designations provides that the Investor may convert the Preferred Stock into Conversion Shares from time to time (a "Conversion"), pursuant to a conversion notice that shall be delivered to the Company and to you (a "Conversion Notice"), and that the Company may in certain circumstances redeem the Preferred Stock in Conversion Shares (a "Share Redemption"). In addition, the Investor may from time to time exercise Pre-Funded Warrants to receive Warrant Shares.

The Company will be filing a Registration Statement with the Securities and Exchange Commission (the "SEC") to register the Conversion Shares, the Warrant Shares and the Commitment Shares for resale by the Investor. Upon a declaration of effectiveness by the SEC, the Company will supplement this letter with the facts concerning such Registration Statement, and will represent to you that no stop order relating thereto is in effect and the prospectus contained therein is available for use, and the Company's counsel will deliver to you an opinion to that effect. Until such time, the Commitment Shares and any Conversion Shares shall bear the restrictive legend set forth below unless you receive an opinion of counsel that such shares may be sold pursuant to Rule 144 without restriction.

A copy of the Purchase Agreement and the Certificate of Designations are attached hereto. You should familiarize yourself with your issuance and delivery obligations, as Transfer Agent, contained herein. The Conversion Shares and Warrant Shares to be issued are to be registered in the name of the Investor upon receiving notice of a Conversion, Share Redemption or exercise of a Pre-Funded Warrant.

This letter shall serve as our irrevocable authorization and direction to you, subject to the limitations in the paragraph below, (i) to issue the Commitment Shares to the Investor in book-entry form on the date of this letter, and (ii) at such time as a Conversion Notice, Share Redemption notice or notice of exercise of a Pre-Funded Warrant has been delivered setting forth the number of shares of common stock to be issued, to issue such shares via DWAC within two (2) Trading Days provided that such conversion and/or redemption notice instructs you to issue such shares on a rush basis, free of restrictive legend if the Registration Statement is then in effect or such shares are eligible for sale under Rule 144 without restriction, as follows:

Registered Name and Address:	Indigo Capital Investments Ltd. ********** **********	**Delivery Instructions:**	*********

Each conversion and/or redemption notice received by you will include the following (i) shares outstanding on the date of such notice; (ii) shares outstanding following the issuance requested in such notice and (iii) Investor's beneficial ownership following issuance of the shares requested in such notice. Notwithstanding the paragraph above, you are not authorized to issue shares to the Investor which would result in such Investor beneficially owning more than 4.99% of Common Stock following issuance (the "Beneficial Ownership Limitation") unless you have received either (i) a notice from the Company advising you that the Investor has elected to increase its Beneficial Ownership Limitation to 9.99% as permitted in the Certificates of Designations) or (ii) an opinion of counsel stating that the Beneficial Ownership Limitation has been waived and the manner by and the extent to which it has been waived. In addition, unless you receive an opinion of counsel affirmatively stating that the shares requested by the Investor that exceed the Beneficial Ownership Limitation have been duly included in an effective Registration Statement or may be sold under Rule 144 without restriction, you shall issue such shares subject to the Restrictive Legend set forth below. In the event that the Company fails to provide any opinion of counsel required by this paragraph within five (5) business days of your receipt of any conversion or redemption notice for which such an opinion is required, you are hereby irrevocably authorized to accept the opinion of any counsel representing the Investor that you reasonably deem acceptable in the place and stead of Company's counsel, and to comply with any instructions reasonably included in such opinion as if provided by Company counsel. The Investor hereby agrees that any shares issued by you that are not in compliance with this paragraph shall be deemed null and void *nunc pro tunc* and the Company shall have all legal and equitable remedies against Investor therefor, and that you shall not be held responsible for any such issuances.

In addition, this letter shall serve as our irrevocable authorization and direction to you to initially reserve 9,333,333 shares of common stock to provide for issuance of Conversion Shares, Warrant Shares and the Commitment Shares, being the Required Reserve Amount under the Purchase Agreement. The number of shares of common stock so reserved may be increased, from time to time, by written instructions of the Company or the Investor, and may be decreased only with the written consent of the Investor, so long as there are sufficient authorized and unissued shares of common stock of the Company not otherwise reserved available to do so.

Restrictive Legend:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE SECURITIES MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER SAID ACT, OR AN OPINION OF COUNSEL IN FORM, SUBSTANCE AND SCOPE CUSTOMARY FOR OPINIONS OF COUNSEL IN COMPARABLE TRANSACTIONS, THAT REGISTRATION IS NOT REQUIRED OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SAID ACT.

The Company hereby requests that your firm act promptly, without unreasonable delay and without the need for any action or confirmation by the Company with respect to the issuance of Conversion Shares or Warrant Shares pursuant to any Conversion Notices or exercise notices received from the Investor.

The Company shall indemnify you and your officers, directors, principals, partners, agents and representatives, and hold each of them harmless from and against any and all loss, liability, damage, claim or expense (including the reasonable fees and disbursements of its attorneys) incurred by or asserted against you or any of them arising out of or in connection with the instructions set forth herein, the performance of your duties hereunder and otherwise in respect hereof, including the costs and expenses of defending yourself or themselves against any claim or liability hereunder, including claims that may be asserted by the Company, except that the Company shall not be liable hereunder as to matters in respect of which it is determined that you have acted with gross negligence or in bad faith. You shall have no liability to the Company in respect to any action taken or any failure to act in respect of this if such action was taken or omitted to be taken in good faith, and you shall be entitled to rely in this regard on the advice of counsel.

All processing fees will be expected and payable upon receipt of the request from the presenter of such request, and shall be borne by the Company.

The Company agrees that the Transfer Agent may resign as the Company's transfer agent. In that event, or in the event that the Company terminates the Transfer Agent, the Transfer Agent reserves the right to and may complete any issuance or transfer requests then pending. The Company shall engage a suitable replacement transfer agent that will agree to serve as transfer agent for the Company and be bound by the terms and conditions of these Irrevocable Instructions within five (5) business days.

The Investor and Company expressly understand and agree that nothing in this Irrevocable Transfer Instruction Agreement shall require or be construed in any way to require you, in your sole discretion as the Transfer Agent, to do, take or not do or take any action that would be contrary to any Federal or State law, rule, or regulation including but expressly not limited to both the Securities Act of 1933 and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder by the Securities and Exchange Commission.

The Transfer Agent is not responsible for determining the accuracy of any Conversion Notice, Redemption Notice and/or Exercise Notice and may rely on any instructions presented to it consistent with this letter.

This Irrevocable Transfer Instruction Agreement may not be revoked, amended or modified by the Company without the consent of the Investor until all shares of Preferred Stock have been converted or redeemed and all Pre-Funded Warrants have been exercised in full according to their terms. The Investor is intended to be and is a third-party beneficiary hereof and may enforce this Agreement to the fullest extent permitted by law.

[Signatures on following page.]

Change Agents Corporation

By: /s/ Sam Knipper
Name: Sam Knipper
Title: Chief Financial Officer

Indigo Capital Investments Ltd.

By: /s/ George Sandhu
Name: George Sandhu
Title: Director

Acknowledged and Agreed:
VStock Transfer

By: /s/ Yoel Goldfeder
Name: Yoel Goldfeder
Title: Chief Executive Officer

Exhibit 10.4

WARRANT PURCHASE AGREEMENT

THIS WARRANT PURCHASE AGREEMENT (this "Agreement") is made effective as of November 27, 2026 (the "Effective Date") by and between CHANGE AGENTS CORPORATION, a Delaware corporation (the "Company") or its assigns, and ARMISTICE CAPITAL MASTER FUND LTD., a Cayman Island exempted company with limited liability duly registered with the Cayman Islands ("Holder").

RECITALS

WHEREAS, Holder is the holder of the two common stock purchase warrants, each dated as of February 27, 2026, issued by the Company to Holder (collectively, the "Warrants"), identified in Schedule A hereto, and pursuant to which Holder is entitled to purchase an aggregate of 588,236 shares (the "Warrant Shares") of the Company's common stock (the "Common Stock"), at an exercise price of $10.20 per share of Common Stock, in each case as set forth on Schedule A;

WHEREAS, the Company desires the Warrants, owned of record and beneficially by Holder and the Warrant Shares issuable thereunder (the Warrants and the Warrant Shares, collectively, the "Warrant Securities"), be purchased from Holder, and Holder desires to sell the Warrant Securities, in full satisfaction of the Company's obligations under the Warrants, upon the terms and conditions set forth in this Agreement (the "Warrant Purchase"); and

WHEREAS, the parties desire to enter into this Agreement to define their respective rights, obligations, duties, and remedies pertaining to the Warrant Purchase.

NOW, THEREFORE, in consideration of the foregoing, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

SALE AND PURCHASE

Section 1. Definitions. Capitalized terms used and not defined in this Agreement shall have the meaning provided to such terms in the applicable February 2026 Warrants and Securities Purchase Agreement pursuant to which the Warrants were issued.

Section 2. Purchase of the Warrant Securities. On and subject to the terms set forth in this Agreement, Holder hereby sells, transfers, conveys, and delivers all of the Warrant Securities to the Company or its assigns, free and clear of any and all liens, pledges, security interests, restrictions, or encumbrances of any kind or nature.

Simultaneously with the execution of this Agreement and receipt of the Purchase Price in accordance with Section 4, Holder shall surrender the Warrant Securities to the Company or its assigns, together with all documentation reasonably necessary to transfer all right, title, and interest in and to the Warrant Securities thereby.

Section 3. Purchase Price. The Company hereby agrees that Holder shall be paid an aggregate purchase price of two hundred fifty thousand dollars ($250,000.00) (the "Purchase Price") for the Warrant Securities. The parties agree that their collective determination, after extensive negotiation, with respect to the Purchase Price constitutes the Fair Market Value of the Warrant Securities for purposes of their valuation.

The parties further agree that the Warrant Purchase, and the transactions contemplated by this Agreement, satisfy the terms and conditions of the Warrants and the parties hereby waive any additional requirements or other terms (procedural or otherwise) in the Warrants or otherwise (not otherwise covered hereby) that conflict with, limit, or restrict the Warrant Purchase in accordance with this Agreement and the transactions contemplated hereby.

Section 4. Payment of Purchase Price. Simultaneously with the execution of this Agreement, and upon surrender of the Warrant Securities to the Company, the Company shall deliver or cause to be delivered, by means of wire transfer as provided by Holder, the entire Purchase Price of two hundred fifty thousand dollars ($250,000.00), in immediately available funds to the account specified in the instructions provided by Holder to the Company on the date hereof.

Section 5. If at any time from the date of this Agreement until the eight-month anniversary of the Effective Date, the Company enters into any Fundamental Transaction (as defined in the applicable Warrant), and the Black Scholes Value (as defined in Section 3(d) of the applicable Warrant) of each entire Warrant (the "BSV Price") exceeds the portion of the Purchase Price allocated to such Warrant as set forth in Schedule A, then the Company shall pay Holder, with respect to each such Warrant, an amount equal to the positive difference between (i) the BSV Price of such Warrant and (ii) the portion of the Purchase Price allocated to such Warrant in Schedule A. For the avoidance of doubt, the BSV Price shall be calculated for each entire Warrant and not on a per-underlying-Warrant-Share basis, and no multiplication by the number of underlying Warrant Shares shall apply. This provision does not enlarge the original Warrants' triggers, valuation methodology or payment rights.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF HOLDER

To induce the Company to enter into and perform its obligations under this Agreement, Holder hereby represents and warrants to the Company as of the date hereof as follows:

Section 1. Existence. Holder has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of formation.

Section 2. Authority and Capacity; No Conflicts. Holder has all requisite power, authority, and capacity to enter into and perform its obligations under this Agreement and all action required to be taken for the due and proper authorization, execution and delivery by it of this Agreement and the consummation of the Warrant Purchase has been duly and validly taken, and the consummation of the Warrant Purchase will not violate any law applicable to Holder or result in a breach of or default under Holder's organizational documents or any agreement to which Holder is a party or by which Holder is bound.

Section 3. Binding Agreement. This Agreement has been duly authorized and validly executed and delivered by or on behalf of Holder and constitutes a valid and binding agreement of the Holder, enforceable in accordance with and subject to its terms, except to the extent enforcement thereof may be limited by bankruptcy, insolvency, reorganization, or other laws affecting enforcement of creditors' rights or by general equitable principles.

Section 4. Title. Holder has good and valid title to the Warrant Securities, free and clear of all liens, encumbrances, equities, or claims, and upon transfer of the Warrant Securities pursuant hereto, good and valid title to the Warrant Securities, free and clear of all liens, encumbrances, equities, or claims, will pass to the Company. The Holder has not sold, distributed, pledged, or otherwise transferred all or any portion, or any interest in, the Warrant Securities, nor agreed to do so.

Section 5. Non-Reliance. Holder (a) is not relying on the Company for any legal, tax, investment, accounting, or regulatory advice, (b) has consulted with its own advisors concerning such matters and (c) has conducted to its satisfaction an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties and operations of the Company, (d) in determining to proceed with the Warrant Purchase, has relied solely on the results of such independent investigation and verification and on the representations and warranties of the Company in Article III, and (e) acknowledges that the Company is entering into this Agreement with it in reliance on the acknowledgments, agreements, representations and warranties set forth in this Article II.

The Holder acknowledges that the Company may enter into agreements with other holders of common stock purchase warrants of the Company for the repurchase of such warrants on or about the date of this Agreement at the same price per warrant of such class as provided for in this Agreement.

Section 6. No Approvals or Consents. No consent, approval, or authorization of or exemption by, or declaration, filing, or registration with or notice to, any third party or any legislative, executive, judicial, or administrative body, including any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality, of the government of the United States or of any foreign country, any state or any political subdivision of any such government (whether state, provincial, county, city, municipal or otherwise) is required in connection with the execution and delivery by Holder of this Agreement or the consummation of the Warrant Purchase.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

To induce Holder to enter into and perform its obligations under this Agreement, the Company hereby represents and warrants to Holder as of the date hereof as follows:

Section 1. Existence. The Company has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of formation.

Section 2. Authority and Capacity; No Conflicts. The Company has all requisite power, authority, and capacity to enter into and perform its obligations under this Agreement and all action required to be taken for the due and proper authorization, execution, and delivery by it of this Agreement and the consummation of the Warrant Purchase has been duly and validly taken, and the consummation of the Warrant Purchase will not violate any law applicable to the Company or result in a breach of or default under the Company's organizational documents or any agreement to which the Company is a party or by which the Company is bound.

Section 3. Binding Agreement. This Agreement has been duly authorized and validly executed and delivered by or on behalf of the Company and constitutes a valid and binding agreement of the Company, enforceable in accordance with and subject to its terms, except to the extent enforcement thereof may be limited by bankruptcy, insolvency, reorganization, or other laws affecting enforcement of creditors' rights or by general equitable principles.

Section 4. No Approvals or Consents. No consent, approval, or authorization of or exemption by, or declaration, filing, or registration with or notice to, any third party or any legislative, executive, judicial, or administrative body, including any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality, of the government of the United States or of any foreign country, any state or any political subdivision of any such government (whether state, provincial, county, city, municipal or otherwise) is required in connection with the execution and delivery by the Company of this Agreement or the consummation of the Warrant Purchase.

ARTICLE IV

MISCELLANEOUS

Section 1. Disclosure of Warrant Purchase. The Company shall, on or before 9:30 a.m. New York time, on the first business day after the Effective Date (or on the Effective Date, if this Agreement is signed prior to 9:30 a.m. New York time), furnish or file a Current Report on Form 8-K or a press release describing all the material terms of the Warrant Purchase (the "Announcement").

From and after the Announcement, the Company shall be deemed to have disclosed all material, non-public information (if any) provided to Holder by the Company or any of its officers, directors, employees, or agents in connection with the Warrant Purchase.

In addition, effective upon the Announcement, the Company acknowledges and agrees that any and all confidentiality or similar obligations with respect to the Warrant Purchase under any agreement, whether written or oral, between itself or any of its officers, directors, affiliates, employees, or agents, on the one hand, and any of Holder or any of its affiliates, on the other hand, shall terminate.

Section 2. General Provisions.

a) Assignment; Third-Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Holder may not assign its rights or obligations hereunder without the prior written consent of the Company, which shall not be unreasonably withheld, delayed, denied, or conditioned.

This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement; provided, that each Releasee is an express third-party beneficiary of the covenants and agreements set forth herein and is entitled to enforce the terms and provisions of this Agreement.

b) Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart.

In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original thereof.

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

d) Waiver; Remedies. No delay or failure on the part of any party hereto to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations, or remedies otherwise available at law or in equity. Nothing herein shall be considered an election of remedies.

e) Entire Agreement; Amendment; Prevailing Party. This Agreement sets forth the parties' final and entire agreement with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements. This Agreement shall not be modified or amended in any fashion except by an instrument in writing signed by the parties hereto. If any action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees.

f) Severability. If any term, provision, covenant, or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, the remainder of the terms, provisions, covenants, and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant, or restriction.

It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants, and restrictions without including any of such that may be hereafter declared invalid, illegal, void, or unenforceable.

g) Notices. All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly given or served when given or served by personal delivery, by depositing the same in the United States mail, postage prepaid and registered or certified with return receipt requested, e-mail, or facsimile transmission, or by sending the same by a nationally-recognized overnight delivery service, addressed as follows:

If to Holder: Armistice Capital Master Fund Ltd.
510 Madison Avenue, 7th Floor
New York, NY 10022
E-mail: legal@armisticecapital.com

With a Mandatory Copy To
(which shall not constitute notice): Armistice Capital LLC
510 Madison Avenue, 7th Floor
New York, NY 10022
E-mail: legal@armisticecapital.com

If to the Company: Change Agents Corporation
4400 US Highway 9, Suite 3100
Freehold, NJ 07728
Attn: Principal Executive Officer
E-mail: Luisa@changeagentscorp.com

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered personally or by e-mail prior to 5:00 p.m., in the place of delivery and such day is a Business Day; otherwise, the next Business Day, (ii) on the first Business Day following the date of dispatch if delivered by express mail by a recognized overnight courier service, or (iii) on the third Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid, to the parties to this Agreement.

For the purposes of this section, "Business Day" shall mean any day other than Saturday, Sunday, or other day on which commercial banks in New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to "stay at home," "shelter-in-place," "non-essential employee," or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of such commercial banks are generally open for use by customers on such day.

h) Survival. All representations, warranties, covenants, and agreements of the parties contained in this Agreement shall survive the execution of this Agreement and the consummation of the transactions contemplated herein.

i) Construction. Each party acknowledges that this Agreement has been negotiated and prepared by the parties; therefore, the language in all parts of this Agreement shall in all cases be construed simply, according to its fair meaning, and not strictly for or against any of the parties.

There shall be no presumption against any party on the ground that such party was responsible for drafting this Agreement or any part thereof and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply any rule of construction that a document is to be construed more strictly against one party.

j) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York.

k) Further Assurances. Each party to this Agreement will, on or any time after the Effective Date of this Agreement, execute and deliver to any other party such further documents or instruments, and take such further actions, as may reasonably be requested by such other party (including the equity holders of the other party) in connection herewith or otherwise to effect the purposes hereof and the transactions contemplated hereby.

l) Fees and Expenses. Each party hereto shall pay all of its own fees and expenses (including attorneys' fees) incurred in connection with this Agreement and the Warrant Purchase.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

CHANGE AGENTS CORPORATION

By: /s/ Luisa Ingargiola
Name: Luisa Ingargiola
Title: Principal Executive Officer

ARMISTICE CAPITAL MASTER FUND LTD.

By: /s/ Steven Boyd
Name: Steven Boyd
Title: CIO

SCHEDULE A

OUTSTANDING WARRANTS TO BE REPURCHASED

The following outstanding warrants are the subject of the Warrant Purchase:

Warrant	Issuance date	Shares (post-split)	Exercise price (post-split)
Series A-1 (5-year term)	February 27, 2026	294,118	$10.20
Series A-2 (18-month term)	February 27, 2026	294,118	$10.20

Total underlying Warrant Shares: 588,236. Total Purchase Price: $250,000.00. Allocated Purchase Price per underlying Warrant Share for each Warrant: $250,000 ÷ 588,236 (approximately $0.425 per share).

The allocations in this Schedule A are for purposes of the contingent calculation under Article I, Section 5.

Exhibit 10.5

WARRANT PURCHASE AGREEMENT

THIS WARRANT PURCHASE AGREEMENT (this "Agreement") is made effective as of November 27, 2026 (the "Effective Date") by and between CHANGE AGENTS CORPORATION, a Delaware corporation (the "Company") or its assigns, and INTRACOASTAL CAPITAL, LLC ("Holder").

RECITALS

WHEREAS, Holder is the holder of the two common stock purchase warrants, each dated as of February 27, 2026, issued by the Company to Holder (collectively, the "Warrants"), identified in Schedule A hereto, and pursuant to which Holder is entitled to purchase an aggregate of 45,020 shares (the "Warrant Shares") of the Company's common stock (the "Common Stock"), at an exercise price of $10.20 per share of Common Stock, in each case as set forth on Schedule A;

WHEREAS, the Company desires the Warrants, owned of record and beneficially by Holder and the Warrant Shares issuable thereunder (the Warrants and the Warrant Shares, collectively, the "Warrant Securities"), be purchased from Holder, and Holder desires to sell the Warrant Securities, in full satisfaction of the Company's obligations under the Warrants, upon the terms and conditions set forth in this Agreement (the "Warrant Purchase"); and

WHEREAS, the parties desire to enter into this Agreement to define their respective rights, obligations, duties, and remedies pertaining to the Warrant Purchase.

NOW, THEREFORE, in consideration of the foregoing, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

SALE AND PURCHASE

Section 1. Definitions. Capitalized terms used and not defined in this Agreement shall have the meaning provided to such terms in the applicable February 2026 Warrants and Securities Purchase Agreement pursuant to which the Warrants were issued.

Section 2. Purchase of the Warrant Securities. On and subject to the terms set forth in this Agreement, Holder hereby sells, transfers, conveys, and delivers all of the Warrant Securities to the Company or its assigns, free and clear of any and all liens, pledges, security interests, restrictions, or encumbrances of any kind or nature.

Simultaneously with the execution of this Agreement and receipt of the Purchase Price in accordance with Section 4, Holder shall surrender the Warrant Securities to the Company or its assigns, together with all documentation reasonably necessary to transfer all right, title, and interest in and to the Warrant Securities thereby.

Section 3. Purchase Price. The Company hereby agrees that Holder shall be paid an aggregate purchase price of twenty thousand dollars ($20,000.00) (the "Purchase Price") for the Warrant Securities. The parties agree that their collective determination, after extensive negotiation, with respect to the Purchase Price constitutes the Fair Market Value of the Warrant Securities for purposes of their valuation.

The parties further agree that the Warrant Purchase, and the transactions contemplated by this Agreement, satisfy the terms and conditions of the Warrants and the parties hereby waive any additional requirements or other terms (procedural or otherwise) in the Warrants or otherwise (not otherwise covered hereby) that conflict with, limit, or restrict the Warrant Purchase in accordance with this Agreement and the transactions contemplated hereby.

Section 4. Payment of Purchase Price. Simultaneously with the execution of this Agreement, and upon surrender of the Warrant Securities to the Company, the Company shall deliver or cause to be delivered, by means of wire transfer as provided by Holder, the entire Purchase Price of two hundred fifty thousand dollars ($250,000.00), in immediately available funds to the account specified in the instructions provided by Holder to the Company on the date hereof.

Section 5. If at any time from the date of this Agreement until the eight-month anniversary of the Effective Date, the Company enters into any Fundamental Transaction (as defined in the applicable Warrant), and the Black Scholes Value (as defined in Section 3(d) of the applicable Warrant) of each entire Warrant (the "BSV Price") exceeds the portion of the Purchase Price allocated to such Warrant as set forth in Schedule A, then the Company shall pay Holder, with respect to each such Warrant, an amount equal to the positive difference between (i) the BSV Price of such Warrant and (ii) the portion of the Purchase Price allocated to such Warrant in Schedule A. For the avoidance of doubt, the BSV Price shall be calculated for each entire Warrant and not on a per-underlying-Warrant-Share basis, and no multiplication by the number of underlying Warrant Shares shall apply. This provision does not enlarge the original Warrants' triggers, valuation methodology or payment rights.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF HOLDER

To induce the Company to enter into and perform its obligations under this Agreement, Holder hereby represents and warrants to the Company as of the date hereof as follows:

Section 1. Existence. Holder has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of formation.

Section 2. Authority and Capacity; No Conflicts. Holder has all requisite power, authority, and capacity to enter into and perform its obligations under this Agreement and all action required to be taken for the due and proper authorization, execution and delivery by it of this Agreement and the consummation of the Warrant Purchase has been duly and validly taken, and the consummation of the Warrant Purchase will not violate any law applicable to Holder or result in a breach of or default under Holder's organizational documents or any agreement to which Holder is a party or by which Holder is bound.

Section 3. Binding Agreement. This Agreement has been duly authorized and validly executed and delivered by or on behalf of Holder and constitutes a valid and binding agreement of the Holder, enforceable in accordance with and subject to its terms, except to the extent enforcement thereof may be limited by bankruptcy, insolvency, reorganization, or other laws affecting enforcement of creditors' rights or by general equitable principles.

Section 4. Title. Holder has good and valid title to the Warrant Securities, free and clear of all liens, encumbrances, equities, or claims, and upon transfer of the Warrant Securities pursuant hereto, good and valid title to the Warrant Securities, free and clear of all liens, encumbrances, equities, or claims, will pass to the Company. The Holder has not sold, distributed, pledged, or otherwise transferred all or any portion, or any interest in, the Warrant Securities, nor agreed to do so.

Section 5. Non-Reliance. Holder (a) is not relying on the Company for any legal, tax, investment, accounting, or regulatory advice, (b) has consulted with its own advisors concerning such matters and (c) has conducted to its satisfaction an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties and operations of the Company, (d) in determining to proceed with the Warrant Purchase, has relied solely on the results of such independent investigation and verification and on the representations and warranties of the Company in Article III, and (e) acknowledges that the Company is entering into this Agreement with it in reliance on the acknowledgments, agreements, representations and warranties set forth in this Article II.

The Holder acknowledges that the Company may enter into agreements with other holders of common stock purchase warrants of the Company for the repurchase of such warrants on or about the date of this Agreement at the same price per warrant of such class as provided for in this Agreement.

Section 6. No Approvals or Consents. No consent, approval, or authorization of or exemption by, or declaration, filing, or registration with or notice to, any third party or any legislative, executive, judicial, or administrative body, including any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality, of the government of the United States or of any foreign country, any state or any political subdivision of any such government (whether state, provincial, county, city, municipal or otherwise) is required in connection with the execution and delivery by Holder of this Agreement or the consummation of the Warrant Purchase.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

To induce Holder to enter into and perform its obligations under this Agreement, the Company hereby represents and warrants to Holder as of the date hereof as follows:

Section 1. Existence. The Company has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of formation.

Section 2. Authority and Capacity; No Conflicts. The Company has all requisite power, authority, and capacity to enter into and perform its obligations under this Agreement and all action required to be taken for the due and proper authorization, execution, and delivery by it of this Agreement and the consummation of the Warrant Purchase has been duly and validly taken, and the consummation of the Warrant Purchase will not violate any law applicable to the Company or result in a breach of or default under the Company's organizational documents or any agreement to which the Company is a party or by which the Company is bound.

Section 3. Binding Agreement. This Agreement has been duly authorized and validly executed and delivered by or on behalf of the Company and constitutes a valid and binding agreement of the Company, enforceable in accordance with and subject to its terms, except to the extent enforcement thereof may be limited by bankruptcy, insolvency, reorganization, or other laws affecting enforcement of creditors' rights or by general equitable principles.

Section 4. No Approvals or Consents. No consent, approval, or authorization of or exemption by, or declaration, filing, or registration with or notice to, any third party or any legislative, executive, judicial, or administrative body, including any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality, of the government of the United States or of any foreign country, any state or any political subdivision of any such government (whether state, provincial, county, city, municipal or otherwise) is required in connection with the execution and delivery by the Company of this Agreement or the consummation of the Warrant Purchase.

ARTICLE IV

MISCELLANEOUS

Section 1. Disclosure of Warrant Purchase. The Company shall, on or before 9:30 a.m. New York time, on the first business day after the Effective Date (or on the Effective Date, if this Agreement is signed prior to 9:30 a.m. New York time), furnish or file a Current Report on Form 8-K or a press release describing all the material terms of the Warrant Purchase (the "Announcement").

From and after the Announcement, the Company shall be deemed to have disclosed all material, non-public information (if any) provided to Holder by the Company or any of its officers, directors, employees, or agents in connection with the Warrant Purchase.

In addition, effective upon the Announcement, the Company acknowledges and agrees that any and all confidentiality or similar obligations with respect to the Warrant Purchase under any agreement, whether written or oral, between itself or any of its officers, directors, affiliates, employees, or agents, on the one hand, and any of Holder or any of its affiliates, on the other hand, shall terminate.

Section 2. General Provisions.

a) Assignment; Third-Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Holder may not assign its rights or obligations hereunder without the prior written consent of the Company, which shall not be unreasonably withheld, delayed, denied, or conditioned.

This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement; provided, that each Releasee is an express third-party beneficiary of the covenants and agreements set forth herein and is entitled to enforce the terms and provisions of this Agreement.

b) Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart.

In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original thereof.

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

d) Waiver; Remedies. No delay or failure on the part of any party hereto to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations, or remedies otherwise available at law or in equity. Nothing herein shall be considered an election of remedies.

e) Entire Agreement; Amendment; Prevailing Party. This Agreement sets forth the parties' final and entire agreement with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements. This Agreement shall not be modified or amended in any fashion except by an instrument in writing signed by the parties hereto. If any action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees.

f) Severability. If any term, provision, covenant, or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, the remainder of the terms, provisions, covenants, and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant, or restriction.

It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants, and restrictions without including any of such that may be hereafter declared invalid, illegal, void, or unenforceable.

g) Notices. All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly given or served when given or served by personal delivery, by depositing the same in the United States mail, postage prepaid and registered or certified with return receipt requested, e-mail, or facsimile transmission, or by sending the same by a nationally-recognized overnight delivery service, addressed as follows:

If to Holder: Intracoastal Capital LLC
245 Palm Trail
Delray Beach, FL 33483
E-mail: jk@intracc.com

If to the Company: Change Agents Corporation
4400 US Highway 9, Suite 3100
Freehold, NJ 07728
Attn: Principal Executive Officer
E-mail: Luisa@changeagentscorp.com

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered personally or by e-mail prior to 5:00 p.m., in the place of delivery and such day is a Business Day; otherwise, the next Business Day, (ii) on the first Business Day following the date of dispatch if delivered by express mail by a recognized overnight courier service, or (iii) on the third Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid, to the parties to this Agreement.

For the purposes of this section, "Business Day" shall mean any day other than Saturday, Sunday, or other day on which commercial banks in New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to "stay at home," "shelter-in-place," "non-essential employee," or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of such commercial banks are generally open for use by customers on such day.

h) Survival. All representations, warranties, covenants, and agreements of the parties contained in this Agreement shall survive the execution of this Agreement and the consummation of the transactions contemplated herein.

i) Construction. Each party acknowledges that this Agreement has been negotiated and prepared by the parties; therefore, the language in all parts of this Agreement shall in all cases be construed simply, according to its fair meaning, and not strictly for or against any of the parties.

There shall be no presumption against any party on the ground that such party was responsible for drafting this Agreement or any part thereof and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply any rule of construction that a document is to be construed more strictly against one party.

j) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York.

k) Further Assurances. Each party to this Agreement will, on or any time after the Effective Date of this Agreement, execute and deliver to any other party such further documents or instruments, and take such further actions, as may reasonably be requested by such other party (including the equity holders of the other party) in connection herewith or otherwise to effect the purposes hereof and the transactions contemplated hereby.

l) Fees and Expenses. Each party hereto shall pay all of its own fees and expenses (including attorneys' fees) incurred in connection with this Agreement and the Warrant Purchase.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

CHANGE AGENTS CORPORATION		INTRACOASTAL CAPITAL LLC	
By:	/s/ Luisa Ingargiola	By:	/s/ Keith Goodman
Name:	Luisa Ingargiola	Name:	Keith Goodman
Title:	Principal Executive Officer	Title:	Authorized Signatory

SCHEDULE A

OUTSTANDING WARRANTS TO BE REPURCHASED

The following outstanding warrants are the subject of the Warrant Purchase:

Warrant	Issuance date	Shares (post-split)	Exercise price (post-split)
Series A-1 (5-year term)	February 27, 2026	24,510	$ 10.20
Series A-2 (18-month term)	February 27, 2026	24,510	$ 10.20

Total underlying Warrant Shares: 49,020. Total Purchase Price: $20,000.00. Allocated Purchase Price per underlying Warrant Share for each Warrant: $20,000 ÷ 49,020 approximately $0.408 per share).

The allocations in this Schedule A are for purposes of the contingent calculation under Article I, Section 5.