

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): December 16, 2025

CNS Pharmaceuticals, Inc.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation or organization)

001-39126
(Commission File Number)

82-2318545
(I.R.S. Employer Identification No.)

2100 West Loop South, Suite 900
Houston, Texas 77027
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (800) 946-9185

Not Applicable
(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 (*see* General Instruction A.2. below):

- ☐ 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))

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. ☐

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

<u>Title of each class</u>	<u>Trading Symbols(s)</u>	<u>Name of each exchange on which registered</u>
Common stock, par value \$0.001 per share	CNSP	The NASDAQ Stock Market LLC

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

On December 16, 2025, CNS Pharmaceuticals, Inc. (the “Company”) entered into an employment agreement (the “Employment Agreement”) with Rami Levin to serve as the Company’s Chief Executive Officer and President effective January 1, 2026. The Employment Agreement provides for an initial annual base salary of \$580,000, eligibility for an annual bonus with a target equal to 50% of base salary based on goals approved by the Compensation Committee, and eligibility for annual equity grants under the Company’s stock incentive plans, in each case as determined by the Compensation Committee of the Board of Directors. The Employment Agreement also provides for an initial grant of 19,000 restricted stock units, vesting as follows: 25% on the six-month anniversary of the effective date, 25% on the twelve-month anniversary of the effective date, and the remaining 50% in twelve quarterly installments thereafter, subject to continued employment. Mr. Levin is entitled to participate in the Company’s benefit plans and programs for similarly situated executives, expense reimbursement in accordance with Company policy, and other standard benefits.

Under the Employment Agreement, if Mr. Levin’s employment is terminated by the Company without cause (and other than due to death or disability) or by Mr. Levin for good reason, he will be entitled to (i) severance equal to twelve months of base salary, payable over twelve months, (ii) his target annual bonus for the period of time between the end of the last fiscal year and the termination date; and (iii) accelerated vesting of all unvested equity previously granted, in each case subject to his timely execution and non-revocation of a release of claims and continued compliance with applicable covenants.

On December 16, 2025, the Board of Directors agreed to appoint Mr. Levin as a member of the Company’s Board of Directors as of January 1, 2026.

Mr. Levin, age 56, has served as a Board Advisor for GENerX Life, a life sciences search firm, since November 2024, and as Founder and Chief Executive Officer of The Outcomes Group, a privately held advisory and leadership-development firm, since January 2024. Previously, Mr. Levin served as Chief Executive Officer of ImStem Biotechnology, a clinical-stage biopharmaceutical company, from May 2022 to January 2024. From October 2019 to May 2022, he was President and Chief Executive Officer of Saniona, a clinical-stage biopharmaceutical company. Mr. Levin also served on the Board of Advisors for Life Science Cares, a nonprofit organization, from April 2017 to June 2021. Mr. Levin holds a B.Sc. in Biology and an MBA from Tel Aviv University. There are no transactions in which Mr. Levin has an interest requiring disclosure under Item 404(a) of Regulation S-K. There are no family relationships between Mr. Levin and any director or executive officer of the Company that would require disclosure under Item 401(d) of Regulation S-K.

On December 16, 2025, John Climaco resigned from his positions as chief executive officer of CNS Pharmaceuticals, Inc. (the “Company”) and as a member of the Company’s Board of Directors, effective as of such date (the “Separation Date”). Mr. Climaco’s resignation as a member of the Company’s Board of Directors was not due to any disagreement on any matter relating to the Company’s operations, policies or practices. The Company and Mr. Climaco entered into a Separation and Severance Agreement dated as of December 16, 2025 (the “Separation Agreement”), which memorializes the terms of his resignation and separation from service with the Company. Pursuant to the Separation Agreement, subject to Mr. Climaco’s timely execution, non-revocation, and compliance with the agreement’s terms, the Company will provide severance benefits, including (i) severance equal to twelve months of Mr. Climaco’s current annualized base salary, paid in twelve equal monthly installments, and payment of his base salary through December 31, 2025; (ii) payment of Mr. Climaco’s 2025 cash bonus in the total amount of \$319,000, paid in twelve equal monthly installments; and (iii) payment by the Company of the employer portion of premiums for Mr. Climaco’s continued group medical coverage under COBRA for twelve months following the Separation Date.

The foregoing summaries of the Separation Agreement and the Employment Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements.

Item 9.01. Financial Statements and Exhibits

No.	Description
10.1	Employment Agreement between Rami Levin and CNS Pharmaceuticals, Inc. dated December 16, 2025
10.2	Separation and Severance Agreement between John Climaco and CNS Pharmaceuticals, Inc. dated December 16, 2025
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Signature

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.

CNS Pharmaceuticals, Inc.

By: /s/ Chris Downs
Chris Downs
Chief Financial Officer

Dated: December 17, 2025

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the “Agreement”) is entered into as of December 16, 2025, by and between CNS Pharmaceuticals, Inc., a Nevada corporation (the “Company”) having its principal place of business at 2100 West Loop South, Suite 900, Houston, Texas 77027, and Rami Levin, who resides at [***] (“Executive”, and the Company and the Executive collectively referred to herein as the “Parties”).

WITNESSETH:

WHEREAS, the Executive has agreed to serve as the Company’s Chief Executive Officer and President and the Company would like to retain Executive as its Chief Executive Officer and President, and the Parties desire to enter into this Agreement embodying the terms of such employment; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises of the Parties contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. Title and Job Duties.

(a) Subject to the terms and conditions set forth in this Agreement, commencing on January 1, 2026 (the “Effective Date”), the Company agrees to employ Executive as Chief Executive Officer and President. Executive shall report directly to the Company’s Board of Directors (the “Board”).

(b) Executive accepts such employment and agrees, during the term of his employment, to devote his full business and professional time and energy to the Company, and agrees faithfully to perform his duties and responsibilities in an efficient, trustworthy and business-like manner. Executive also agrees that the Board shall determine from time to time such other duties as may be assigned to him. Executive agrees to carry out and abide by such directions of the Company’s Board of Directors.

(c) Without limiting the generality of the foregoing, Executive shall not, without the written approval of the Board, render services of a business or commercial nature on his own behalf or on behalf of any other person, firm, or corporation, whether for compensation or otherwise, during his employment hereunder. The foregoing limitation shall not apply to Executive’s involvement in associations, charities and service on another entity’s board of directors, provided such involvement does not interfere with Executive’s responsibilities (and as it pertains to any service on another entity’s board of directors, provided such action is pre-approved by the Board).

2. Salary and Additional Compensation.

(a) Base Salary. During the Term, the Company shall pay to Executive an annual base salary (“Base Salary”), which shall initially be \$580,000. The Compensation Committee (the “Compensation Committee”) of the Board of Directors (the “Board”) shall review the Executive’s Base Salary no less than annually (at the end of the Company’s compensation year, which shall be its fiscal year) and may increase (but not decrease) such Base Salary during the term of this Agreement.

(b) Annual Bonus. For each full fiscal year during the Term, Executive will be entitled to receive an annual bonus (the “Annual Bonus”), within ninety (90) days of the completion of such year. The final determination of the amount, if any, of the Annual Bonus will be made by, and in the sole discretion of, the Compensation Committee (or the Board, if such committee has been dissolved), based on written goals and objectives approved by the Compensation Committee (or the Board, if such committee has been dissolved) prior to the beginning of each fiscal year (provided that the goals and objectives for fiscal 2026 shall be approved prior to March 31, 2026). The target Annual Bonus is 50% of Base Salary (prorated for partial years), which targeted amount may be increased or decreased by the Compensation Committee (or the Board, if such committee has been dissolved).

(c) Annual Equity Grant. For each fiscal year during the Term, Executive will be entitled to receive an annual equity grant under the Company's Stock Incentive Plan(s) (the "Plan") (the "Annual Grant"), subject to the availability of shares of common stock under the Stock Plan. The final determination on the amount, if any, of the Annual Grant will be made by, and in the sole discretion of the Compensation Committee (or the Board, if such committee has been dissolved), based on written goals and objectives approved by the Compensation Committee of the Board (or the Board, if such committee has been dissolved) prior to the beginning of each fiscal year (provided that the goals and objectives for fiscal 2026 shall be approved prior to March 31, 2026).

(d) Initial Grant. On the Effective Date, Executive will receive a grant (the "RSU Grant") of restricted stock units (the "RSUs") equal to 19,000 shares of the Company's common stock. The RSU Grant shall vest as follows: (i) 25% on the six-month anniversary of the Effective Date; (ii) 25% on the twelve-month anniversary of the Effective Date; and (iii) the remaining 50% in twelve (12) quarterly installments, provided Executive remains continuously employed by Company through each such vesting date. The RSU Grant shall be made pursuant to the Plan, and shall in all respects be subject to the terms and conditions of such Plan.

(e) In the event of a Change of Control (as defined in the Plan) all unvested equity awards, whether initially or annually granted, shall automatically vest.

3. Expenses. In accordance with Company policy, the Company shall reimburse Executive for all reasonable association fees, professional related expenses (certifications, licenses and continuing professional education) and business expenses properly and necessarily incurred and paid by Executive in the performance of his duties under this Agreement, upon his presentment of detailed receipts in the form required by the Company's policy. Notwithstanding the foregoing, all expenses must be promptly submitted for reimbursement by Executive. In no event shall any reimbursement be paid by the Company after the end of the year following the year in which the expense is incurred by Executive.

4. Benefits.

(a) Vacation; Sick Leave. The Executive shall be entitled to reasonable vacation time and to utilize such vacation as the Executive shall determine; provided however, that the Executive shall exercise reasonable judgment with regard to appropriate vacation scheduling. Executive shall further be entitled to sick days in accordance with the Company's applicable policy

(b) Health Insurance and Other Plans. Executive shall be eligible to participate in the Company's medical, dental and other employee benefit programs, if any, that are provided by the Company for its employees at Executive's level in accordance with the provisions of any such plans, as the same may be in effect from time to time.

5. Term. The term of employment under this Agreement (the "Term") shall commence on the Effective Date and shall continue until terminated by the Company or Executive in accordance with the terms and conditions set forth herein.

6. Termination.

(a) Termination at the Company's Election.

(i) For Cause. At the election of the Company, Executive's employment may be terminated at any time for Cause (as defined below) upon written notice to Executive given pursuant to Section 12 of this Agreement. For purposes of this Agreement, "Cause" for termination shall mean that Executive: (A) Executive's indictment for, or conviction of, a crime involving moral turpitude whether or not relating to Company; (B) gross negligence or willful misconduct by Executive in the performance of any of his duties or other obligations under this Agreement; (C) the association, directly or indirectly, of Executive for his profit or financial benefit with any person, firm, partnership, association, corporation or other entity that competes with Company; (D) the disclosing or using of any material Confidential Information (as hereinafter defined) of Company at any time by Executive, except as required in connection with his duties to Company; (E) the breach by Executive of his fiduciary duty or duty of trust to Company, including, but not limited to, the commission by Executive of an act of fraud or embezzlement against Company; (F) chronic absenteeism; (G) violation of the Company's substance abuse policy; (H) misconduct or dishonesty toward or involving Company, which misconduct or dishonesty is injurious to the Company, monetarily or otherwise; or (I) any other material breach by Executive of any of the terms or provisions of this Agreement, which other material breach is not cured within ten business days of notice by the Company.

(ii) Upon Disability. If a Disability (as defined below) of Executive has occurred, the Company may give to Executive written notice of its intention to terminate Executive's engagement. In such event, Executive's engagement shall terminate effective on the 30th day after receipt of such notice by Executive (the "Disability Effective Date"), provided that, within thirty (30) days after such receipt, Executive shall not have returned to full-time performance of Executive's duties. For purposes of this Agreement, "Disability" shall mean Executive is entitled to receive long-term disability benefits under Company's long-term disability plan, or if there is no such plan, Executive's inability, due to physical or mental incapacity, to substantially perform his essential duties and responsibilities under this Agreement, with or without reasonable accommodation, for one hundred eighty (180) days out of any three hundred sixty-five (365) day period or one hundred twenty (120) consecutive days; *provided however*, in the event Company temporarily replaces Executive, or transfers Executive's duties or responsibilities to another individual on account of Executive's inability to perform such duties due to a mental or physical incapacity which is, or is reasonably expected to become, a Disability, then Executive's employment shall not be deemed terminated by Company. To the extent the Company does not have a long-term disability plan, any question as to the existence of Executive's Disability as to which Executive and Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to Executive and Company. If Executive and Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to Company and Executive shall be final and conclusive for all purposes of this Agreement.

(iii) Upon Death or Without Cause. The Company may terminate Executive's employment at any time: (A) upon Executive's death or (B) with thirty (30) days prior written notice, at any time without Cause for any or no reason.

(b) Termination at Executive's Election; Good Reason Termination. Notwithstanding anything contained elsewhere in this Agreement to the contrary, Executive may terminate his employment hereunder at any time and for any reason, upon thirty (30) days' prior written notice given pursuant to Section 6(a)(iii) of this Agreement ("Voluntary Resignation"), provided that upon notice of resignation, the Company may terminate Executive's employment immediately and pay Executive thirty (30) days' Base Salary in lieu of notice. Furthermore, the Executive may terminate this Agreement for "Good Reason," which shall mean the occurrence of one or more of the following without Executive's written consent: (i) any failure by the Company to comply with any of the provisions of paragraph 2 of this Agreement, other than insubstantial or inadvertent failures not in bad faith which are remedied by the Company promptly after receipt of notice thereof given by the Executive; (ii) the assignment to Executive, or the removal from Executive, of any duties or responsibilities that result in a material diminution of Executive's authority; (iii) a material diminution of the budget over which Executive has responsibility, other than for a bona fide business reason; (iv) the imposition of any requirement that Executive relocate his office to a location other than within a 60-mile radius of Boston, Massachusetts; and (v) a material breach by the Company of any written agreement between the Company and Executive. Good Reason shall not exist hereunder unless the Executive provides 30 days' notice in writing to the Company of the existence of a condition described above within a period not to exceed ninety (90) days of Executive learning of the facts that give rise to the claim of Executive's intent to terminate for Good Reason, and with respect to subsection (v) of this section, to the extent such material breach may be cured, the Company does not remedy the condition within thirty (30) days of receipt of such notice.

(c) Termination in General. If Executive's employment with the Company terminates for any reason, the Company will pay or provide to Executive: (i) any unpaid Base Salary through the date of employment termination, (ii) any unpaid Annual Bonus for the fiscal year prior to the fiscal year in which the termination occurs (payable at the time the bonuses are paid to employees generally), (iii) any accrued but unused vacation or paid time off in accordance with the Company's policy, (iv) reimbursement for any unreimbursed business expenses incurred through the termination date, to the extent reimbursable in accordance with Section 3, and (v) all other payments or benefits (if any) to which Executive is entitled under the terms of any benefit plan or arrangement.

(d) Resignation from All Positions. Upon the termination of the Executive's employment with the Company for any reason, the Executive shall resign, as of the date of termination, from all positions he then holds as an officer, director, employee and member of the Board of Directors (and any committee thereof), if applicable. The Executive shall be required to execute such writings as are required to effectuate the foregoing.

7. Severance.

(a) Severance.

(i) If Executive's employment is terminated, by the Company without Cause (and for other than death or Disability) or by Executive for Good Reason, Executive shall be entitled to receive: (1) Executive's target Annual Bonus for the period of time between the end of the last fiscal year and the termination date (the "Prorated Earned Bonus"); (2) accelerated vesting of all unvested equity previously granted to Executive; and (3) a severance payment (the "Severance Payment") equal to twelve (12) months of Executive's Base Salary in effect at the time of termination plus Executive's target Annual Bonus. Such Severance Payment shall be made in accordance with the Company's normal payroll policy over a 12-month period, and the Prorated Earned Bonus shall be paid within ninety days after the termination date and the unvested equity shall vest within thirty days after the termination date, provided the Executive has executed and delivered to the Company, and has not revoked a general release of the Company, its parents, subsidiaries and affiliates and each of its officers, directors, employees, agents, successors and assigns, and such other persons and/or entities as the Company may determine, in a form reasonably acceptable to the Company.

(ii) If Executive's employment is terminated by the Company without Cause (and for other than Disability) or by Executive for Good Reason, and if Executive is eligible for and elects to continue to participate in the Company's medical and dental benefit programs pursuant to COBRA and applicable state continuation laws and regulations, the Company will continue to pay the same portion of Executive's medical and dental insurance premiums under COBRA as during active employment (for Executive and eligible spouse and dependents) until the earlier of: (1) twelve (12) months from Executive's termination of employment; or (2) the date Executive is eligible for medical and/or dental insurance benefits from another employer.

(b) Notwithstanding the foregoing, (i) any payment(s) of "nonqualified deferred compensation" (within the meaning of Section 409A of the Code and the regulations and official guidance issued thereunder ("Section 409A")) that is/are required to be made to Executive hereunder as a "specified employee" (as defined under Section 409A) as a result of such employee's "separation from service" (within the meaning of Section 409A) shall be delayed for the first six (6) months following such separation from service (or, if earlier, the date of death of the specified employee) and shall instead be paid upon expiration of such six (6) month delay period; and (ii) for purposes of any such payment that is subject to Section 409A, if the Executive's termination of employment triggers the payment of "nonqualified deferred compensation" hereunder, then the Executive will not be deemed to have terminated employment until the Executive incurs a "separation from service" within the meaning of Section 409A.

8. Confidentiality Agreement.

(a) Executive understands that during his employment he will have access to unpublished and otherwise confidential information both of a technical and non-technical nature, relating to the business of the Company and any of its parents, subsidiaries, divisions, affiliates (collectively, "Affiliated Entities"), or clients, including without limitation any of their actual or anticipated business, research or development, any of their technology or the implementation or exploitation thereof, including without limitation information Executive and others have collected, obtained or created, information pertaining to software, patent formulations, vendors, prices, costs, materials, processes, codes, material results, technology, system designs, system specifications, materials of construction, trade secrets and equipment designs, including information disclosed to the Company by others under agreements to hold such information confidential (collectively, the "Confidential Information"). Executive agrees to observe all Company policies and procedures concerning such Confidential Information. Executive further agrees not to disclose or use, either during his employment or at any time thereafter, any Confidential Information for any purpose, including without limitation any competitive purpose, unless authorized to do so by the Company in writing, except that he may disclose and use such information when necessary in the performance of his duties for the Company. Executive's obligations under this Agreement will continue with respect to Confidential Information, whether or not his employment is terminated, until such information becomes generally available from public sources through no action of Executive. Notwithstanding the foregoing, however, Executive shall be permitted to disclose Confidential Information as may be required by a subpoena or other governmental order, provided that he first notifies promptly the Company of such subpoena, order or other requirement and allows the Company the opportunity to obtain a protective order or other appropriate remedy. Nothing herein shall prohibit Employee from (i) reporting a suspected violation of law to any governmental or regulatory agency and cooperating with such agency, or from receiving a monetary recovery for information provided to such agency, (ii) testifying truthfully under oath pursuant to subpoena or other legal process or (iii) making disclosures that are otherwise protected under applicable law or regulation.

(b) During Executive's employment, upon the Company's request, or upon the termination of his employment for any reason, Executive will promptly deliver to the Company all documents, records, files, notebooks, manuals, letters, notes, reports, customer and supplier lists, cost and profit data, e-mail, apparatus, computers, cell phones, tablets, hardware, software, drawings, and any other material of the Company or any of its Affiliated Entities or clients, including all materials pertaining to Confidential Information developed by Executive or others, and all copies of such materials, whether of a technical, business or fiscal nature, whether on the hard drive of a laptop or desktop computer, in hard copy, disk or any other format, which are in Executive's possession, custody or control.

(c) Executive will promptly disclose to the Company any idea, invention, discovery or improvement, whether patentable or not ("Creations"), conceived or made by him alone or with others in the performance of work or rendering of services, pursuant to this Agreement. Executive agrees that the Company owns all such Creations, and Executive hereby assigns and agrees to assign to the Company all rights he has or may acquire therein and agrees to execute any and all applications, assignments and other instruments relating thereto which the Company deems necessary or desirable. These obligations shall continue beyond the termination of his employment with respect to Creations and derivatives of such Creations conceived or made during his employment with the Company. Executive understands that the obligation to assign Creations to the Company shall not apply to any Creation which is developed entirely on his own time without using any of the Company's equipment, supplies, facilities, and/or Confidential Information unless such Creation (a) relates in any way to the business or to the current or anticipated research or development of the Company or any of its Affiliated Entities; or (b) results in any way from his work at the Company.

(d) Executive will not assert any rights to any invention, discovery, idea or improvement relating to the business of the Company or any of its Affiliated Entities or to his duties hereunder as having been made or acquired by Executive prior to his work for the Company.

(e) Executive agrees to cooperate fully with the Company, both during and after his employment with the Company, with respect to the procurement, maintenance and enforcement of copyrights, patents, trademarks and other intellectual property rights (both in the United States and foreign countries) relating to such Creations. Executive shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Creations. Executive further agrees that if the Company is unable, after reasonable effort, to secure Executive's signature on any such papers, any officer of the Company shall be entitled to execute such papers as his agent and attorney-in-fact and Executive hereby irrevocably designates and appoints each officer of the Company as his agent and attorney-in-fact to execute any such papers on his behalf and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Creations, under the conditions described in this paragraph.

9. Non-solicitation.

(a) Executive agrees that, during the Term and until twelve (12) months after the termination of his employment, Executive will not, directly or indirectly, including on behalf of any person, firm or other entity, employ or actively solicit for employment any employee of the Company or any of its Affiliated Entities, or anyone who was an employee of the Company or any of its Affiliated Entities within the one-year period prior to the termination of Executive's employment, or induce any such employee to terminate his or her employment with the Company or any of its Affiliated Entities.

10. Representation and Warranty. The Executive hereby acknowledges and represents that he has had the opportunity to consult with legal counsel regarding his rights and obligations under this Agreement and that he fully understands the terms and conditions contained herein. Executive represents and warrants that Executive has provided the Company a true and correct copy of any agreements that purport: (a) to limit Executive's right to be employed by the Company; (b) to prohibit Executive from engaging in any activities on behalf of the Company; or (c) to restrict Executive's right to use or disclose any information while employed by the Company. Executive further represents and warrants that Executive will not use on the Company's behalf any information, materials, data or documents belonging to a third party that are not generally available to the public, unless Executive has obtained written authorization to do so from the third party and provided such authorization to the Company. In the course of Executive's employment with the Company, Executive is not to breach any obligation of confidentiality that Executive has with third parties, and Executive agrees to fulfill all such obligations during Executive's employment with the Company. Executive further agrees not to disclose to the Company or use while working for the Company any confidential information or trade secrets belonging to a third party.

11. Injunctive Relief. Without limiting the remedies available to the Company, Executive acknowledges that a breach of any of the covenants contained in Section 8 or 9 above may result in material irreparable injury to the Company for which there is no adequate remedy at law, that it will not be possible to measure precisely damages for such injuries and that, in the event of such a breach or threat thereof, the Company shall be entitled, without the requirement to post bond or other security, to seek a temporary restraining order and/or injunction restraining Executive from engaging in activities prohibited by this Agreement or such other relief as may be required to specifically enforce any of the covenants in Section 8 or 9 of this Agreement.

12. Notice. Any notice or other communication required or permitted to be given to the Parties shall be deemed to have been given if either personally delivered, or if sent for next-day delivery by nationally recognized overnight courier, and addressed as follows:

If to Executive, to:

Rami Levin
[***]

If to the Company, to:

CNS Pharmaceuticals, Inc.
2100 West Loop South, Suite 900
Houston, Texas 77027
Attention: Chairperson of the Board

13. Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, all other provisions shall nonetheless remain in full force and effect.

14. Withholding. The Company may withhold from any payment that it is required to make under this Agreement amounts sufficient to satisfy applicable withholding requirements under any federal, state or local law.

15. Indemnification/D&O Insurance. The Company shall purchase and maintain director and officer liability insurance on such terms and providing such coverage as the Board determines is appropriate from time-to-time, and the Executive shall be covered by such insurance, pursuant to the terms of the applicable plan(s) and policy(ies), to the same extent as similarly situated officers and directors of the Company.

16. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws provisions thereof.

17. Waiver. The waiver by either Party of a breach of any provision of this Agreement shall not be or be construed as a waiver of any subsequent breach. The failure of a Party to insist upon strict adherence to any provision of this Agreement on one or more occasions shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that provision or any other provision of this Agreement. Any such waiver must be in writing, signed by the Party against whom such waiver is to be enforced.

18. Assignment. This Agreement is a personal contract and Executive may not sell, transfer, assign, pledge or hypothecate his rights, interests and obligations hereunder. Except as otherwise herein expressly provided, this Agreement shall be binding upon and shall inure to the benefit of Executive and his personal representatives and shall inure to the benefit of and be binding upon the Company and its successors and assigns, including without limitation, any corporation or other entity into which the Company is merged or which acquires all or substantially all of the assets of the Company.

19. Entire Agreement. This Agreement embodies all of the representations, warranties, covenants, understandings and agreements between the Parties relating to Executive's employment with the Company. No other representations, warranties, covenants, understandings, or agreements exist between the Parties relating to Executive's employment. This Agreement shall supersede all prior agreements, written or oral, relating to Executive's employment. This Agreement may not be amended or modified except by a writing signed by the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered on the date first written above.

CNS Pharmaceuticals, Inc.

By: /s/ Christopher Downs
Name: Christopher Downs
Title: Chief Financial Officer

Agreed to and Accepted:

Rami Levin

/s/ Rami Levin
Date: December 16, 2025

Exhibit 10.2

December 16, 2025

BY EMAIL

John Climaco
[***]

RE: Separation from CNS Pharmaceuticals, Inc.

Dear John,

This serves to memorialize the terms of your resignation from employment with CNS Pharmaceuticals, Inc. (the “**Company**”) and as a director on the Company’s Board of Directors, each effective as of December 16, 2025 (the “**Separation Date**”). You will receive your final paycheck within the time required by law. Please submit a request for reimbursement and supporting documentation within seven (7) days of the Separation Date for all unpaid business expenses incurred prior to the Separation Date. The Company shall reimburse you for such expenses consistent with Company policy.

In consideration for your execution of this Agreement (this “**Agreement**”) and the mutual exchange of other promises, the receipt and sufficiency of which are hereby acknowledged, the Company is offering to provide you with certain severance benefits, described below.

1. **Severance Benefits.** Subject to your timely execution, return, and non-revocation of this Agreement and your continuing compliance with **Sections 4, 5 and 15** below, the Company is offering you the following benefits (collectively, the “**Severance Benefits**”):

a. **Severance Payments.** The Company shall pay you, as severance, your regular base salary from the Separation Date through December 31, 2025 and then for a period of twelve (12) months thereafter (the “**Severance Payments**”). The Severance Payments will be based on your current annualized base salary. Federal, state and local taxes and any other legally required deductions will be subtracted from the Severance Payments. The Severance Payments shall be paid on December 31, 2025 with respect to the Severance Payment from the Separation Date through December 31, 2025 and thereafter in twelve (12) equal monthly installments, with the first installment paid on January 31, 2026 and the remaining eleven (11) installments paid monthly thereafter.

b. **2025 Bonus.** The Company shall pay you, as additional severance, your 2025 cash bonus (at 100% achievement), in the total amount of \$319,000 (“**Additional Severance**”). The Additional Severance shall be paid in twelve (12) equal monthly installments, with the first installment paid on January 31, 2026 and the remaining eleven (11) installments paid monthly thereafter.

c. **COBRA Reimbursement.** Subject to your timely election of continued group health coverage under the Consolidated Omnibus Budget Reconciliation Act (“**COBRA**”), the Company shall pay the premium associated with your continued group medical coverage for a period of twelve (12) months following the Separation Date. As set forth more fully in **Section 3** below, you may continue coverage thereafter at your own expense for the remainder of the COBRA continuation period, subject to continued eligibility.

2. **No Relationship.** No employee relationship is created or implied by this offer and/or Agreement.

3. **Consolidated Omnibus Budget Reconciliation Act.** Following the Separation Date, COBRA gives you the right to elect to continue coverage under your present group health plans at your own expense, in addition to a 2% administrative fee. Your rights will be explained under separate cover. You are responsible for timely signing and returning the COBRA forms provided to you to the Company to elect continuation coverage and for paying the required monthly amount.

4. **Confidential Information and Continuing Obligations.**

a. By signing this Agreement, you warrant, represent and agree that you have returned to the Company all the Company owned property or property owned by any of the other Releasees (as defined in **Section 6** of this Agreement) that is in your possession, including without limitation all documents and papers, customer lists, manuals, files, electronic information and/or documents, price lists, and all other trade secrets and/or confidential information pertaining to or owned by the Company or any other of the Releasees, including, but not limited to, all of the “**Confidential Information**” as defined in the Employment Agreement between you and the Company with an effective date of September 1, 2017 (the “**Employment Agreement**”), as amended by the Amendment to Employment Agreement, effective as of September 1, 2020 (collectively with the Employment Agreement, the “**Amended Employment Agreement**”). You further warrant, represent and agree that you have not retained and will not retain in your possession or control any information or data from any computer, network, or other data or information storage system of the Company or any other of the Releasees. To the extent you are in possession of Company-owned property, you agree to transfer said property to the Company through means chosen by the Company immediately.

b. By signing this Agreement, you further reaffirm your continuing obligations under Sections 8 and 9 of the Amended Employment Agreement.

5. **Non-Disparagement.** Following the Separation Date, you shall not make any verbal or written statements or engage in any conduct (a) that is reckless or maliciously untrue concerning the Releasees (as defined in **Section 6** below); or (b) that disparages the Releasees or could be reasonably expected to adversely affect the professional reputation of the Releasees. Nothing in this Section or in this Agreement as a whole is intended to restrict communications or actions protected or required by state or federal law, including the National Labor Relations Act and specifically Section 7 thereof. Nothing in this Agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful. Following the Separation Date, the Company’s current directors and officers shall not make any verbal or written statements or engage in any conduct (a) that is reckless or maliciously untrue concerning you; or (b) that disparages you or could be reasonably expected to adversely affect your professional reputation, for as long as they are with the Company.

6. **General Release.** In further consideration for the Severance Benefits set forth in **Section 1** above, to which you are not otherwise entitled, except as set forth herein, you hereby, on behalf of yourself, your executors, heirs, representatives, administrators, assigns, and anyone else claiming by, through or under you, release and forever discharge the Company and its current, former and future subsidiaries, affiliates, predecessors, successors, related entities, joint venturers, assigns and divisions, and including but not limited to its and their shareholders, principals, partners, members, managers, employees, agents, officers, insurers, attorneys and/or directors (collectively, the “**Releasees**”), of, from and with respect to any and all claims, demands, and liabilities whatsoever, from the beginning of the world to the date hereof, known or unknown, suspected or unsuspected, to the fullest extent allowable under any law, including, but not limited to any claims arising out of, based on or connected with your employment by any Releasee, including but not limited to:

a. All causes of action or claims arising under or based on Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Family and Medical Leave Act; the Age Discrimination in Employment Act; the Older Workers’ Benefit Protection Act; the Rehabilitation Act; the National Labor Relations Act; the Occupational Safety and Health Act; the Equal Pay Act; the Consolidated Omnibus Budget Reconciliation Act; the Genetic Information Nondiscrimination Act; the Employee Retirement Income Security Act (with respect to unvested benefits); the Civil Rights Act of 1991; Section 1981 of U.S.C. Title 42; Lilly Ledbetter Fair Pay Act; the Sarbanes-Oxley Act of 2002; the Worker Adjustment and Retraining Notification Act; the Uniform Services Employment and Reemployment Rights Act; the Defend Trade Secrets Act; the Immigration Reform and Control Act; all Executive Orders; and the United States Constitution;

b. All state or local laws respecting employment, including, but not limited to the Nevada Fair Employment Practices Act, NRS § 613.310, et seq.; the Nevada Compensation, Wages, and Hours Law, NRS § 608.005, et seq.; the Nevada Wage Payment Requirement Law, NRS § 608.060; the Nevada leave laws, NRS §§ 6.190, 50.070, 293.463, 392.920, 392.4577, 394.179, 394.1795, 412.139, 412.1395, 608.0197, 608.0198, 608.01972, 608.01975; the Nevada Equal Opportunities for Employment Law, NRS § 613.310, et seq.; the Nevada Right to Work Law, NRS § 613.230, et seq.; the Nevada Credit History Discrimination Law, NRS § 613.520, et seq.; the Nevada Discrimination Based on Lawful Use of Products Outside the Workplace Law, NRS § 613.333; the Nevada Equal Pay Act, NRS § 608.017; and the Nevada Constitution; the Utah Antidiscrimination Act, U.C.A. 1953 § 34A-5-101, et seq.; the Utah Occupational Safety and Health Act, U.C.A. 1953 § 34A-6-101, et seq.; the Utah Minimum Wage Act, U.C.A. 1953 § 34-40-101, et seq.; the Utah child labor laws, U.C.A. § 34-23-101, et seq.; the Utah leave laws, Utah Code Ann. §§ 39-1-36, 78B-1-116 and 132, 20A-3a-105; the Employment Relations and Collective Bargaining Act, U.C.A. 1953 § 34-20-1, et seq.; Utah Right to Work Law, U.C.A. 1953 § 34-34-1, et seq.; Utah Drug and Alcohol Testing Act, U.C.A. 1953 § 34-38-1, et seq.; Utah Protection of Activities in Private Vehicles Act, U.C.A. 1953 § 34-45-101, et seq.; Utah Employment Selection Procedures Act, U.C.A. 1953 § 34-46-101, et seq.; the Utah Internet Employment Privacy Act, U.C.A. 1953 § 34-48-101, et seq.; and the Utah Constitution.

c. and all their respective amendments, implementing regulations and/or any other federal, state, local, or foreign law (statutory, regulatory or otherwise) that may be legally waived and released;

d. all federal, state, municipal or other governmental constitution, statute, regulation, ordinance or order, further including, without limitation, any claims for compensation of any type whatsoever, including but not limited to claims for salary, wages, bonuses, commissions, incentive compensation, vacation, sick time, paid time off, severance, equity, stock and/or restricted stock, options, shares, units and membership interests whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which you or your successors in interest now own or hold, or have at any time heretofore owned or held, or may at any time own or hold by reason of any matter or thing arising from any cause whatsoever prior to the date of execution of this Agreement, and, without limiting the generality of the foregoing, from all claims based upon, relating to, arising out of or which could have arisen out of your employment relationship with the Company, including the separation of said employment;

e. all common law claims arising under tort, contract and/or quasi-contract law, including but not limited to claims of breach of an expressed or implied contract, breach of public policy, tortious interference with contract or prospective business advantage, breach of the covenant of good faith and fair dealing, breach of fiduciary duty, promissory estoppel, detrimental reliance, invasion of privacy, nonphysical injury, personal injury or sickness or any other harm, wrongful or retaliatory discharge, fraud, defamation, slander, libel, false imprisonment, negligent or intentional infliction of emotional distress; and

f. all claims for monetary or equitable relief, including but not limited to attorneys' fees, back pay, front pay, reinstatement, experts' fees, medical fees or expenses, costs and disbursements and any other state, local or federal law, statute, order, public policy, regulation, or common law claim, which you had, now have, or claim to have against the Releasees, whether or not now known or anticipated.

While you might suspect you may have wage-related claims against the Releasees, including but not limited to claims for bonuses, stock options, paid leave benefits, vacation, holiday or paid time off, unauthorized deductions or garnishments, commissions, reimbursement of business expenses, and interest, damages, and promises on any and all of the above, you agree that the Releasees dispute such wage claims and have a good faith basis for believing those claims are invalid (a bona fide dispute exists), and as detailed in this Agreement, you accept the Severance Payments as consideration for the release of any and all undisputed claims and as a compromise and release for any and all disputed claims. You acknowledge and agree the Severance Payments constitute ample consideration, the sufficiency of which is hereby acknowledged, for your promises in this Agreement.

You agree if you or any non-governmental person acting on your behalf files an administrative charge, lawsuit or arbitration making any claim waived in this Agreement, you will pay for all costs, including reasonable attorneys' fees, incurred by any of the Releasees in defending against your claim. Furthermore, you give up your right to individual damages in connection with any administrative, arbitral or court proceeding, including any damage awards as a member of any class, with respect to your employment with and/or termination of employment from the Releasees and, if you are awarded money damages, you hereby assign to the Releasees your right and interest to such money damages.

You further represent that you have not commenced any action, lawsuit, grievance, arbitration, or other legal action or proceeding against the Releasees relating to any claim arising before your execution of this Agreement.

This general release of claims excludes, and you do not waive, release, or discharge (A) any right to file an administrative charge or complaint with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by, the Equal Employment Opportunity Commission, or other similar federal or state administrative agencies, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission, although you waive any right to monetary relief related to any filed charge or administrative complaint (but not a government award); (B) claims that cannot be waived by law, such as claims for workers' compensation or unemployment benefits; (C) any right to file an unfair labor practice charge under the National Labor Relations Act or otherwise assist or access the National Labor Relations Board's processes; (D) wrongful discharge based on military service; (E) any rights to vested benefits, such as pension or retirement benefits, the rights to which are governed by the terms of the applicable plan documents and award agreements; (F) any rights to indemnification or directors and officers insurance coverage under the Amended Employment Agreement, the Indemnification Agreement between the parties dated June 19, 2022 (the "**Indemnification Agreement**"), the Company's incorporation documents or applicable law; and (G) any rights under this Agreement.

7. **Waiver of Rights and Claims under the Age Discrimination in Employment Act of 1967, as amended.** This Agreement is intended to comply with the Older Workers' Benefit Protection Act ("**OWBPA**") and you are hereby informed of the following:

- a. You are advised to consult with an attorney of your choosing prior to executing this Agreement;
- b. You have fifty-five (55) days within which to consider this Agreement, although you may execute and return this Agreement prior to the expiration of the fifty-five (55) day period;
- c. For a period of seven (7) days following your execution of this Agreement, you may revoke it by notifying the undersigned in writing of your revocation, via certified mail, return receipt requested, and this Agreement shall not become effective or enforceable until the revocation period has expired (the "**Effective Date**");
- d. By signing this Agreement, you do not waive any rights or claims that may arise after the date this waiver is executed;
- e. By signing this Agreement, you understand you are making a knowing and voluntary waiver of rights or claims only in exchange for consideration in addition to anything of value to which you are already entitled; and
- f. Any changes to this Agreement, whether material or not, shall not restart the fifty-five (55) day consideration period set forth in subsection (b) above.

8. **No Work Related Injury.** You represent that you have not filed a workers' compensation claim for work-related injuries arising from your employment with the Company, and that you have not failed to report any work-related injury and have not suffered any work-related injury during your tenure with the Company.

9. **No Amounts Owed.** You acknowledge and agree, except as provided in this Agreement, you are not entitled to any salary, commissions, overtime, bonuses, incentive compensation, stock, stock options, vacation pay, sick pay, severance, unvested 401(k) contributions, general expenses, or any other payments, compensation, or benefits whatsoever from the Company or its affiliates.

10. **Section 409A.**

- a. In no event whatsoever will the Company be liable for any additional tax, interest or penalty that may be imposed on you by Section 409A (as defined below) or damages for failing to comply with Section 409A. For purposes of this Agreement, "**Section 409A**" shall mean Section 409A of the Internal Revenue Code of 1986, as amended from time to time, and the regulations and guidance issued thereunder.

b. This Agreement and the Severance Payments and Additional Severance are intended to be exempt from Section 409A, to the fullest extent possible, partially as an involuntary separation pay plan as that term is understood under Treasury Regulation § 1.409A-1(b)(9) and partially as providing for short-term deferrals as that term is understood under Treasury Regulation § 1.409A-1(b)(4), and will be interpreted and operated consistently with those intentions. The reimbursements for COBRA pursuant to Section 1c are intended to be exempt from Section under Treasury Regulation § 1.409A-1(b)(9)(v)(B). Notwithstanding any other payment schedule provided herein if you are identified on the Separation Date as a “specified employee” within the meaning of Section 409A(a)(2)(B), then, any payment that is considered nonqualified deferred compensation subject to Section 409A, as determined by the Company in its sole discretion, and payable on account of a “separation from service,” will be made on the date that is the earlier of (A) the expiration of the six-month period beginning on the date of your “separation from service,” and (B) your death (the “**Delay Period**”) to the extent required under Section 409A. Upon the expiration of the Delay Period, all payments delayed pursuant to this **Section 12.b.** (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) will be paid to you in a lump sum, and all remaining payments due under this Agreement will be paid or provided in accordance with the normal payment dates specified for them herein.

c. For purposes of Section 409A, your right to receive any installment payment pursuant to this Agreement will be treated as a right to receive a series of separate and distinct payments.

11. **No Admission.** It is understood and agreed this Agreement does not constitute any admission by the Company that any action taken with respect to you was unlawful or wrongful, or that such action constituted a breach of any contract, agreement, or other understanding or violated any federal, state or local law, policy, rule or regulation.

12. **No Transfer.** You represent and warrant you have not assigned or transferred, or purported to assign or transfer, to any person, entity, or individual, any of the claims as set forth in **Section 6** above. You agree to indemnify and hold harmless the Releasees against any claim, demand, debt, obligation, liability, cost, expense, right of action or cause of action based on, arising out of, or in assignment.

13. **Assistance to Third Parties.** If you did not sign this Agreement, you would have the right voluntarily to assist other individuals or entities bringing claims against the Releasees. You hereby waive that right. However, nothing in this Agreement shall preclude you from participating in or cooperating with any investigation of unfair or illegal employment practices by any government agency charged with enforcement of laws pertaining to the regulation of the workplace.

14. **Future Cooperation.** By signing this Agreement, you agree in the event you receive a subpoena, deposition notice, interview request, or any other inquiry, process, or order relating to any civil, criminal, or administrative investigation, suit, proceeding or other matter relating to the Releasees from any investigator, attorney, or any other third party, you agree to promptly notify the undersigned by telephone and in writing. If any of the Releasees object to the subpoena, deposition notice, interview request, inquiry, process or order, you shall cooperate to ensure there shall be no disclosure until the court or other applicable government entity has ruled upon the objection, and then only in accordance with the ruling so made. You shall cooperate fully with the Releasees and their legal counsel in connection with any action, proceeding, or dispute arising out of matters with which you were directly or indirectly involved. This cooperation shall include, but shall not be limited to, meeting with, and providing information to, the Releasees and their legal counsel, maintaining the confidentiality of any past or future privileged communications with the Releasees’ legal counsel, and making yourself available to testify truthfully by affidavit, in depositions, or in any other forum on behalf of the Releasees. You will be entitled to reimbursement of expenses and the payment of a daily rate of \$1,250 for this cooperation. Nothing in this Agreement shall be construed to prohibit you from testifying truthfully in any legal proceeding or from cooperating with any government agency.

15. **Remedies for Breach.** You agree in addition to all remedies otherwise available, the Company shall have the right to injunctive relief and to enjoin any actual or threatened breach of this Agreement. All the Company's remedies for breach of this Agreement shall be cumulative and the pursuit of any one remedy shall not be deemed to exclude any other remedies. You further acknowledge that your violation of any of the covenants of this Agreement shall constitute a material breach of this Agreement that will preclude you from receipt of the consideration provided for herein. In the event of a breach or threatened breach of this Agreement, in addition to all other remedies and damages available to it, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs of suit incurred by it, to the extent authorized by law. For purposes of this Agreement, the term "prevailing party" shall mean the party that prevails on the central claims or defenses advanced and receives substantial relief as a result. In the event of a breach of this Agreement by the Company, under no circumstances shall you be entitled to revive, reassert, or assert any claims released or abandoned by this Agreement.

16. **No Claims Filed.** Except for claims that, as a matter of law, cannot be waived or released by private agreement, you warrant that you have not commenced, and will not commence, any action, lawsuit, grievance, arbitration, or other legal action or proceeding against any of the Releasees relating to any claim arising before your execution of this Agreement. To the extent you have pending any other action, lawsuit, arbitration, grievance, or legal action or proceeding against any of the Releasees relating to any claim arising before your execution of this Agreement, you agree that such action, lawsuit, arbitration, grievance, or other legal action or proceeding will be immediately withdrawn or dismissed with prejudice.

17. **Assignment.** This Agreement is assignable by the Company and inures to the benefit of the Company, its subsidiaries, affiliates, successors, and assigns. This Agreement, being personal, is not assignable by you.

18. **Choice of Law/Venue/Jurisdiction.** The laws of the State of Nevada will govern this Agreement without giving effect to the principles of conflict of laws. By signing this Agreement, you expressly consent that any judicial action with respect to this Agreement shall be filed exclusively in the federal or state courts located in Las Vegas, Nevada. You further irrevocably consent and submit to the personal jurisdiction and venue of the federal and state courts located therein and irrevocably waive any and all claims and defenses you might have in any action or proceeding in any of such courts based upon any alleged lack of personal jurisdiction, improper venue, forum non conveniens, or any similar claim or defense.

19. **Severability.** The provisions of this Agreement are severable, and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected or impaired thereby and shall nevertheless be binding between the parties. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law.

20. **Entire Agreement.** This Agreement, together with Sections 8, 9, 11 and 15 of the Amended Employment Agreement and the Indemnification Agreement, constitutes the entire agreement between you and the Company. This Agreement may not be changed orally, but only by written agreement signed by you and a duly authorized officer of the Company. In the event this Agreement is not finally consummated, it and any preceding related discussions shall be without prejudice to any party, and shall not be used in any subsequent proceedings, judicial, administrative, or otherwise.

Please review this Agreement carefully. It contains a general release of all claims. If you agree to the terms and conditions above, please sign the acknowledgment below and return it to the undersigned no later than **February 9, 2026**.

On behalf of your colleagues at the Company, I wish you the best of luck in your future endeavors.

Sincerely,

/s/ Christopher Downs

Christopher Downs,
Chief Financial Officer

ACCEPTED AND AGREED TO AS OF THIS 16th DAY OF December 2025.

/s/ John Climaco

John Climaco