**As filed with the Securities and Exchange Commission on Thursday, September 10, 2026**

**Registration No. 333-[●]**

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

# FORM S-8

**REGISTRATION STATEMENT**
**UNDER**
**THE SECURITIES ACT OF 1933**

**VENHUB GLOBAL, INC.**
*(Exact name of registrant as specified in its charter)*

| **Nevada** | **3581** | **92-2083580** |
|---|---|---|
| (State or other jurisdiction of incorporation or organization) | (Primary Standard Industrial Classification Code Number) | (I.R.S. Employer Identification Number) |

**5360 Procyon Street Las Vegas, Nevada 89118 (888) 585-4999**
*(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)*

**Copies of communications to:**

William Eilers Legal Counsel Smith Eilers,
PLLC 149 S. Lexington Ave.
Asheville, NC 28801

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 under the Securities Exchange Act of 1934, as amended.

| **Filer Classification** | **Status** | **Filer Classification** | **Status** |
|---|---|---|---|
| Large accelerated filer | ☐ | Accelerated filer | ☐ |
| Non-accelerated filer | ☒ | Smaller reporting company | ☒ |
| | | 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 7(a)(2)(B) of the Securities Act. ☐

## EXPLANATORY NOTE

VenHub Global, Inc., a Nevada corporation (the "Registrant"), is filing this registration statement on Form S-8 (this "Registration Statement") to register under the Securities Act of 1933, as amended (the "Securities Act"), 10,000,000 shares of the Registrant's common stock, par value $0.001 per share (the "Common Stock"), that may be issued under the VenHub Global, Inc. 2026 Equity Incentive Plan (the "Plan").

The Registrant's Board of Directors approved the Plan and recommended its approval by the Registrant's stockholders on June 16, 2026. On June 16, 2026, stockholders holding a majority of the Registrant's voting power approved by written consent the Plan, the reservation and issuance of Common Stock under the Plan, and the proposed filing of a registration statement on Form S-8 covering the shares reserved under the Plan. The Plan became effective on July 6, 2026, and the requirements of Rule 14c-2 under the Exchange Act were satisfied before any grants or issuances were made under the Plan.

The Plan provides for an initial reserve of 10,000,000 shares of Common Stock, subject to adjustment in connection with certain changes in the Registrant's capitalization. Eligible participants may include directors, officers, employees, consultants, advisors and other eligible service providers. Awards available under the Plan may include incentive stock options, nonstatutory stock options, restricted stock, restricted stock units, stock appreciation rights, performance awards and other stock-based awards.

Pursuant to Rule 416(a) under the Securities Act, this Registration Statement also covers an indeterminate number of additional shares of Common Stock that may become issuable under the Plan by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the receipt of consideration that results in an increase in the number of outstanding shares of Common Stock.

## PART I

## INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of Form S-8 will be sent or given to participants in the Plan as specified by Rule 428(b)(1) under the Securities Act. In accordance with Rule 428 under the Securities Act and the introductory note to Part I of Form S-8, such documents are not being filed with the Securities and Exchange Commission (the "Commission") as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act.

Such documents, together with the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II hereof, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

### Item 1. Plan Information

The Registrant will provide each eligible Plan participant with documents containing the information required by Part I of Form S-8, including a copy or summary of the Plan and information concerning the Plan's operation and administration.

### Item 2. Registrant Information and Employee Plan Annual Information

Upon written or oral request, the Registrant will provide, without charge, the documents incorporated by reference in Item 3 of Part II of this Registration Statement and the documents required to be delivered to Plan participants pursuant to Rule 428(b).

Requests should be directed to:

**VenHub Global, Inc.** Attention: Matt Hidalgo 5360 Procyon Street Las Vegas, Nevada 89118 Telephone: (888) 585-4999 Email: investors@vhub.com

**PART II**

**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

**Item 3. Incorporation of Documents by Reference**

The following documents previously filed by the Registrant with the Commission are incorporated by reference in this Registration Statement:

1. The Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2025, filed with the Commission on March 24, 2026, including any portions of the Registrant's information statement or other filing incorporated by reference therein;

2. The Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2026, filed with the Commission on May 12, 2026;

3. The Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2026, filed with the Commission on August 12, 2026;

4. The Registrant's Current Reports on Form 8-K filed with the Commission on [list each Form 8-K filed after December 31, 2025, excluding information furnished under Items 2.02 or 7.01 and exhibits furnished in connection with those items, unless expressly incorporated by reference]; and

5. The description of the Common Stock contained in the Registrant's Registration Statement on Form 8-A12B filed on January 27, 2026, including the description incorporated by reference therein, subsequent S-1 registration statements filed by the Registrant, and any amendment or report subsequently filed for the purpose of updating such description, including [if timing permits, the Form S-1 filed September 3, 2026, accession no. 0001213900-26-097253; confirm timing relative to this Registration Statement].

All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), after the date of this Registration Statement and before the filing of a post-effective amendment indicating that all securities offered under this Registration Statement have been sold or deregistering all securities then remaining unsold shall be deemed incorporated by reference in this Registration Statement and to be a part hereof from the respective dates of filing of such documents. The Registrant is not incorporating by reference any information furnished, rather than filed, under applicable Commission rules unless the applicable report expressly provides to the contrary.

Any statement contained in a document incorporated or deemed incorporated by reference in this Registration Statement shall be deemed modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein, or in any other subsequently filed document that also is or is deemed incorporated by reference herein, modifies or supersedes that statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

**Item 4. Description of Securities**

The Registrant's Common Stock is registered pursuant to Section 12(b) of the Exchange Act. The description of the Common Stock is incorporated by reference as stated in Item 3 of this Registration Statement.

**Item 5. Interests of Named Experts and Counsel**

The validity of the shares of Common Stock being registered by this Registration Statement will be passed upon for the Registrant by Smith Eilers, PLLC, Asheville, North Carolina.

As of the date of this Registration Statement, Smith Eilers, PLLC and its attorneys do not beneficially own any securities of the Registrant and have no substantial interest, direct or indirect, in the Registrant or the securities being registered.

The consolidated financial statements of the Registrant as of and for the year ended December 31, 2025, incorporated by reference in this Registration Statement, have been audited by Bush & Associates CPA LLC, an independent registered public accounting firm, as stated in its report incorporated herein by reference, and have been so incorporated in reliance upon the authority of such firm as experts in accounting and auditing.

**Item 6. Indemnification of Directors and Officers**

The Registrant is incorporated under the laws of the State of Nevada.

Section 78.138 of the Nevada Revised Statutes generally provides that, subject to specified exceptions, a director or officer is not individually liable to a corporation or its stockholders or creditors for damages arising from an act or failure to act in that capacity unless the presumption that the director or officer acted in good faith, on an informed basis and with a view to the interests of the corporation has been rebutted, and it is proven that the act or failure to act constituted a breach of fiduciary duties and involved intentional misconduct, fraud or a knowing violation of law.

Section 78.7502 of the Nevada Revised Statutes generally permits a corporation to indemnify a director, officer, employee or agent who is made or threatened to be made a party to an action, suit or proceeding because of service in such capacity, if the person:

- is not liable under Section 78.138 of the Nevada Revised Statutes; or
- acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and, in a criminal proceeding, had no reasonable cause to believe the conduct was unlawful.

In an action by or in the right of the corporation, indemnification generally may be made for expenses, including attorneys' fees, incurred in connection with the defense or settlement of the action, subject to the applicable statutory conditions. Indemnification generally may not be made for an adjudicated breach involving liability to the corporation unless and only to the extent a court determines that indemnification is proper under the circumstances.

The Nevada Revised Statutes require indemnification of a director, officer, employee or agent who has been successful on the merits or otherwise in defense of an action, suit or proceeding covered by the statute, or in defense of any claim, issue or matter therein, for expenses, including attorneys' fees, actually and reasonably incurred in connection with the defense.

Section 78.751 of the Nevada Revised Statutes addresses the authorization of discretionary indemnification, advancement of expenses and related procedures. Expenses incurred by a director or officer in defending a civil or criminal action, suit or proceeding may, subject to the Registrant's governing documents and applicable law, be paid by the Registrant before final disposition upon receipt of any undertaking required by Nevada law to repay the amount if it is ultimately determined that the person is not entitled to indemnification.

Section 78.752 of the Nevada Revised Statutes permits a Nevada corporation to purchase and maintain insurance or make other financial arrangements on behalf of directors, officers, employees and agents against certain liabilities, whether or not the corporation would have authority to indemnify the person against such liabilities under other provisions of Nevada law.

The Registrant's bylaws provide for indemnification and advancement of expenses to directors and officers to the fullest extent permitted by Nevada law. The Registrant may also enter into indemnification agreements with its directors and officers and may maintain directors' and officers' liability insurance.

The foregoing discussion is only a general summary of certain aspects of Nevada law and the Registrant's organizational documents and is qualified in its entirety by reference to the full text of the Nevada Revised Statutes, the Registrant's articles of incorporation and bylaws, and any applicable indemnification agreements.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or controlling persons of the Registrant under the foregoing provisions or otherwise, the Registrant has been advised that, in the opinion of the Commission, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

**Item 7. Exemption From Registration Claimed**

Not applicable. No restricted securities are being reoffered or resold pursuant to this Registration Statement.

**Item 8. Exhibits**

The following documents are filed as exhibits to this Registration Statement or incorporated herein by reference:

| Exhibit No. | Description | Filing Method |
|---|---|---|
| 3.1 | Articles of Incorporation of the Registrant, as currently in effect | Incorporated by reference to Form S-1 Filed October 3, 2025. |
| 3.2 | Bylaws of the Registrant, as currently in effect | Incorporated by reference to Form S-1 Filed October 3, 2025. |
| 3.3 | Articles of Conversion, Domestication or other document effecting the Registrant's redomiciliation to Nevada on October 3, 2025 | Incorporated by reference to Form S-1 Filed March 24, 2026 |
| 3.4 | Certificate of Amendment increasing the authorized Common Stock to 300,000,000 shares | Filed herewith or incorporated by reference to Schedule 14C Filed June 18, 2026 |
| 3.5 | Compensation Recovery Policy | Filed herewith |
| 4.2 | Description of the Registrant's Common Stock | Incorporated by reference to Form 8-A, filed on January 27, 2026 |
| 5.1 | Opinion of Smith Eilers, PLLC regarding the validity of the securities being registered | Filed herewith |
| 10.1 | VenHub Global, Inc. 2026 Equity Incentive Plan, as amended | Filed herewith |
| 23.1 | Consent of Bush & Associates CPA LLC | Filed herewith |
| 23.2 | Consent of Rosenberg Rich Baker Berman, P.A | Filed herewith |
| 23.3 | Consent of Smith Eilers, PLLC | Included in Exhibit 5.1 |
| 24.1 | Power of Attorney VenHub Global, Inc. | Included on the signature page |
| 107 | Calculation of Filing Fee Table | Filed herewith |

**Item 9. Undertakings**

**(a) Rule 415 Undertakings**

The undersigned Registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

a. to include any prospectus required by Section 10(a)(3) of the Securities Act;

b. to reflect in the prospectus any facts or events arising after the effective date of this Registration Statement—or the most recent post-effective amendment thereof—that, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement; provided, however, that notwithstanding the foregoing, any increase or decrease in the volume of securities offered, if the total dollar value of securities offered would not exceed that which was registered, and any deviation from the low or high end of the estimated maximum offering range may be reflected in a prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Filing Fee Table" in the effective Registration Statement; and

c. to include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(a) and (a)(1)(b) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

1. That, for purposes of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

2. To remove from registration by means of a post-effective amendment any of the securities being registered that remain unsold at the termination of the offering.

**(b) Incorporation-by-Reference Undertaking**

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act—and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act—that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

**(c) Indemnification Undertaking**

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant under the provisions described in Item 6 above or otherwise, the Registrant has been advised that, in the opinion of the Commission, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

If a claim for indemnification against such liabilities—other than payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of an action, suit or proceeding—is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel controlling precedent has settled the matter, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of that issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Las Vegas, Nevada, on Thursday, September 10, 2026.

**VENHUB GLOBAL, INC.**

By: /s/ Shahan Ohanessian
Name: Shahan Ohanessian
Title: Chief Executive Officer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Shahan Ohanessian and Matt Hidalgo, and each of them individually, as such person's true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to:

1. sign this Registration Statement and any and all amendments to this Registration Statement, including post-effective amendments;
2. sign and file any registration statement filed pursuant to Rule 462 under the Securities Act in connection with the registration contemplated by this Registration Statement;
3. sign any exhibits, applications or other documents to be filed with the Commission in connection with the foregoing; and
4. file the same, together with all exhibits thereto and all other documents in connection therewith, with the Commission,

granting unto each such attorney-in-fact and agent full power and authority to do and perform each act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as such person might or could do in person, and hereby ratifying and confirming all that each such attorney-in-fact and agent, or such person's substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

| Signature | Name | Title | Date |
|---|---|---|---|
| /s/ Shahan Ohanessian | **Shahan Ohanessian** | *Chief Executive Officer and Director (Principal Executive Officer)* | September 10, 2026 |
| /s/ Matt Hidalgo | **Matt Hidalgo** | *Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)* | September 10, 2026 |
| /s/ Shoushana Ohanessian | **Shoushana Ohanessian** | Chairwoman of the Board, President and Director | September 10, 2026 |
| /s/ Nader Kabbani | **Nader Kabbani** | Director | September 10, 2026 |
| /s/ Jeffrey Rubin | **Jeffrey Rubin** | Director | September 10, 2026 |
| /s/ Chantal Wessels | **Chantal Wessels** | Director | September 10, 2026 |

**Exhibit 3.5**

**VenHub Global Inc.**
**Compensation Recovery Policy**
**Effective Date: January 28, 2026**

## I. Purpose

The purpose of this Compensation Recovery Policy (the "Policy") is to outline the circumstances under which VenHub Global, Inc. (the "Company") will recover certain compensation paid to employees. Any reference to the Company's "recoupment," "clawback," or similar policies in compensation plans, agreements, equity awards, or other documents shall refer to this Policy as required by Section 10D of the Exchange Act and NASDAQ Marketplace Rule 5608.

## II. Requirement to Recover Compensation

The Company shall recover any Erroneously Awarded Compensation promptly if it is required to prepare an Accounting Restatement due to material noncompliance with any financial reporting requirement under the securities laws.

## III. Definitions

For the purposes of this Policy, the following terms shall have the meanings set forth below:

1. <u>Accounting Restatement</u>: A restatement of the Company's financial statements required due to material noncompliance with any financial reporting requirement under the securities laws. This includes any restatement to correct an error that is material to previously issued financial statements or would result in a material misstatement if not corrected in the current period.

2. <u>Covered Officer:</u> Any executive officer of the Company, including the president, principal financial officer, principal accounting officer (or controller, if applicable), any vice president in charge of a principal business unit, division, or function (e.g., sales, administration, finance), or any other officer or individual performing significant policy-making functions. This also includes executive officers of the Company's parent(s) or subsidiaries if they perform such functions for the Company, in accordance with Item 401(b) of Regulation S-K.

3. <u>Effective Date</u>: The date of adoption of Section 5608 of the Nasdaq Listing Rules.

4. <u>Erroneously Awarded Compensation</u>: The amount of Incentive-Based Compensation that exceeds what would have been received based on the restated financial statements. This amount is calculated by comparing the Incentive-Based Compensation Received by a Covered Officer during the Recovery Period to the Recalculated Compensation.

5. Incentive-Based Compensation: Compensation that is granted, earned, or vested based wholly or in part upon the attainment of a financial reporting measure. A financial reporting measure is a measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements. Stock price and total shareholder return are always considered financial reporting measures. This Policy does not apply to equity-based awards such as stock options, restricted stock, or restricted stock units, where the grant is not contingent on achieving any financial reporting measure performance goal and vesting is solely based on service or non-financial performance measures.

6. Recalculated Compensation: The amount of Incentive-Based Compensation that should have been received based on the corrected information in the Accounting Restatement, calculated without regard to taxes paid. For Incentive-Based Compensation based on stock price or total shareholder return, where direct mathematical recalculation is not possible, the Company will use a reasonable estimate of the impact of the Accounting Restatement on these metrics. The Company must document this estimation process and provide it to the relevant securities exchange or association upon request.

7. Received: Incentive-Based Compensation is considered "Received" in the fiscal period during which the financial reporting measure specified in the award is attained, regardless of when the payment or grant actually occurs.

8. Recovery Period: The three completed fiscal years immediately preceding the date the Company is required to prepare an Accounting Restatement. The Company is deemed to be "required to prepare an Accounting Restatement" on the earliest of the date when (i) the Company's Board of Directors or a committee thereof, or the Company's officer(s) authorized to take such action, concludes, or reasonably should have concluded, that a restatement is necessary, or (ii) a court, regulator, or other legally authorized body directs the Company to prepare a restatement. If the Company changes its fiscal year, any transition period within or immediately following the three completed fiscal years is included in the Recovery Period. If the transition period lasts nine to twelve months, it will be considered one of the three completed fiscal years.

**IV.** Exceptions: Recovery of Erroneously Awarded Compensation will not be required if the committee of independent directors responsible for executive compensation (or a majority of the independent directors on the Board, if there is no such committee) determines that recovery would be impracticable and one of the following conditions is met:

1. The cost of enforcing the Policy would exceed the amount to be recovered, provided that the Company must first make a reasonable attempt to recover the compensation, document such attempts, and provide this documentation to the relevant securities exchange or association.

2. Recovery would violate home country law, where such law was adopted prior to November 28, 2022.The Company must obtain an opinion from home country counsel, acceptable to the relevant securities exchange or association, confirming that recovery would result in a violation and provide this opinion to the exchange or association.

3. Recovery would likely cause an otherwise tax-qualified retirement plan to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and related regulations.

**V. Manner of Recovery**: To recover any Erroneously Awarded Compensation, the Company may, in addition to any other actions permitted by law or contract:

1. Require the Covered Officer to repay the amount.

2. Offset the amount from any other compensation owed to the Covered Officer by the Company or any of its affiliates, subject to applicable law and any contractual limitations.

3. Forfeit any deferred compensation (including earnings) from the Covered Officer's balance in a deferred compensation plan, whether or not the plan permits such forfeiture.

4. If the Erroneously Awarded Compensation consists of shares of the Company's common stock still owned by the Covered Officer, the Company may require the Covered Officer to transfer those shares back to the Company.

**VI. Administration and Compliance**

1. This Policy shall be administered, interpreted, and amended by the Company's Board of Directors or any committee to which the Board delegates its authority, in compliance with the applicable listing standards of the national securities exchange or association on which the Company's securities are listed. Determinations made by the Board, or its designated committee, shall be binding on all Covered Officers.

2. The Company shall not indemnify any Covered Officer against the loss of Erroneously Awarded Compensation.

3. The Company shall make all required disclosures related to this Policy in accordance with Federal securities laws and the applicable rules of the Securities and Exchange Commission.

4. Any right to recovery under this Policy is in addition to, and not in lieu of, any other rights of recovery that the Company may have.

**VII. Scope, Communication, and Review**

1. Scope of Applicability: This Policy applies to all Incentive-Based Compensation awarded after the Effective Date. Compensation awarded prior to this date is not subject to recovery under this Policy unless specified otherwise.

2. Notification and Communication: The Company shall promptly notify any Covered Officer from whom recovery is sought, detailing the amount of Erroneously Awarded Compensation, the method of recovery, and the repayment timeline. Covered Officers shall have an opportunity to respond to this notification.

3. Appeal Process: Covered Officers may appeal the recovery decision within 30 days of receiving notice. Appeals must be submitted in writing to the Company's Board or the designated committee, which will review and resolve the appeal within a reasonable timeframe.

4. Record-Keeping: The Company shall maintain detailed records of all determinations, attempts to recover compensation, communications, and any related documentation in connection with this Policy.

5. Periodic Review and Updates: The Board or its designated committee shall review this Policy periodically and make amendments as necessary to ensure compliance with applicable laws, regulations, and listing standards.

6. Training and Awareness: The Company shall provide training to all Covered Officers and relevant employees on the provisions of this Policy to ensure compliance and understanding.

7. Confidentiality: All actions and communications under this Policy shall be kept confidential, to the extent possible, to protect the privacy of the individuals involved and maintain the integrity of the process.

SMITH EILERS, PLLC 561-484-7172 smitheilers.com

149 S. Lexington Ave.
Asheville, NC 28801

1200 N. Federal Hwy, Ste 200
Boca Raton, FL 33432

Thursday, September 10, 2026

**RE: VenHub Global, Inc. Registration Statement on Form S-8**

To Whom It May Concern:

I have been retained by VenHub Global, Inc., a Nevada corporation (the “Company”), in connection with the Registration Statement (the “Registration Statement”), on Form S-8 and all amendments thereto to be filed by the Company with the U.S. Securities and Exchange Commission relating to the registration of 10,000,000 shares of common stock of the Company that may be issued under the VenHub Global, Inc. 2026 Equity Incentive Plan (the “Plan”). You have requested that I render my opinion as to whether or not the securities to be issued and addressed in the Registration Statement, when sold in the manner referred to in the Registration Statement, will be legally issued, fully paid, and non-assessable. Specifically, this opinion covers 10,000,000 shares sold by the Stockholders to be issued in connection with the Plan. In connection with the request, I have examined the following:

1. Certificate of Incorporation of VenHub Global, Inc.

2. Designations of Series A, Series B, and Series C Preferred Stock of VenHub Global, Inc., as amended;

3. The Bylaws of VenHub Global, Inc.;

4. Current shareholder lists for all classes of stock for VenHub Global, Inc.;

5. The Plan;

6. The Registration Statement and all amendments thereto; and

7. Unanimous consent resolutions of the Company’s Boards of Directors, as they relate to private placements, issuances, and the Plan;

SMITH EILERS, PLLC 561-484-7172 smitheilers.com

149 S. Lexington Ave.
Asheville, NC 28801

1200 N. Federal Hwy, Ste 200
Boca Raton, FL 33432

In my examination, I have assumed the genuineness of all signatures, the authenticity of all documents submitted to me as originals, and conformity with the originals of all documents submitted to me as copies thereof, and I have made no independent verification of the factual matters as set forth in such documents or certificates. In addition, I have made such other examinations of law and fact as I have deemed relevant in order to form a basis for the opinion hereinafter expressed.

On the basis of such examination, we are of the opinion that:

1. The Plan and Registration Statement has been duly authorized by all necessary corporate action of the Company, and the Company has sufficient shares authorized and unencumbered to fulfill the underlying registration.

2. The Plan constitutes valid and binding obligations of the Company enforceable against the Company according with the terms described therein.

3. When issued and sold by the Stockholders against payment therefor pursuant to the terms of the Plan, the Shares will be validly issued, fully paid and non-assessable.

4. VenHub Global, Inc. has approximately 2,764 shareholders holding 97,427,857 shares of common stock, 9 shareholders holding 3,943 shares of Series B preferred stock validly issued, and 1 shareholder holding 100,000 shares of Series C preferred stock validly issued, fully paid and non-assessable.

This opinion is based on Nevada general corporate law, including statutory provisions, applicable provisions of the state Nevada constitution and reported judicial decisions interpreting those laws. I express no opinion, and none should be inferred, as to any other laws, including, without limitation, laws of any other state.

The opinions set forth herein are subject to the following qualifications: (a) I have made no independent verification of the factual matters as set forth in the documents or certificates reviewed, and (b) the opinions set forth herein are limited to the matters expressly set forth in this opinion letter, and no opinion is to be implied or may be inferred beyond the matters expressly so stated.

We hereby consent to the use of our opinion as herein set forth as an exhibit to the Registration Statement and to the use of our name under the caption “Legal Matters” in the prospectus forming a part of the Registration Statement.

Sincerely,

/s/ William Robinson Eilers

William Robinson Eilers, Esq.

**Exhibit 10.1**

**2026 EQUITY INCENTIVE PLAN**

**VENHUB GLOBAL, INC.**

**A Nevada Company**

1. **Purpose of the Plan.** This Plan is intended to promote the interests of the Company (as defined below) and its shareholders by providing employees, consultants, and directors of the Company, who are largely responsible for the management, growth, and protection of the business of the Company, with incentives and rewards to encourage them to continue in the service of the Company.

2. **Definitions.** As used in the Plan or in any instrument governing the terms of any award granted under the Plan, the following definitions apply to the terms indicated below:

   "Award Agreement" means a written agreement, in a form determined by the Committee from time to time, entered into by each Participant and the Company, evidencing the grant of a Stock Incentive Award under the Plan.

   "Board of Directors" means the Board of Directors of VenHub Global, Inc.

   "Change in Control" means (i) any one person, or more than one person acting as a group (as defined under Treasury Regulation § 1.409A-3(i)(5)(v)(B)) other than VenHub Global, Inc. or any employee benefit plan sponsored by VenHub Global, Inc. who acquires ownership of stock of VenHub Global, Inc. that, together with stock held by such person or group, which constitutes more than fifty percent of the total fair market value or total Voting Power of the stock of VenHub Global, Inc.; or (ii) any one person, or more than one person acting as a group (as defined under Treasury Regulation § 1.409A-3(i)(5)(v)(B)) other than VenHub Global, Inc. or any employee benefit plan sponsored by VenHub Global, Inc. who acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition by such person or persons) ownership of stock of VenHub Global, Inc. possessing thirty percent or more of the total Voting Power of the stock of VenHub Global, Inc.; or (iii) a majority of members of the Board of Directors is replaced during any twelve-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board of Directors before the date of each appointment or election; or (iv) any one person, or more than one person acting as a group (as defined in Treasury Regulation § 1.409A-3(i)(5)(v)(B)) acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than forty percent of the total gross fair market value of all of the assets of the Company immediately before such acquisition or acquisitions. For purposes of subsection (iv), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. The foregoing subsections (i) through (iv) shall be interpreted in a manner that is consistent with the Treasury Regulations promulgated pursuant to section 409A of the Code so that all, and only, such transactions or events that could qualify as a "change-in-control event" within the meaning of Treasury Regulation §1.409A-3(i)(5)(i) will be deemed to be a Change in Control for purposes of this Plan.

   "Code" means the Internal Revenue Code of 1986, as amended from time to time, and all regulations, interpretations, and administrative guidance issued thereunder.

   "Committee" means the Compensation Committee of the Board of Directors or such other committee as the Board of Directors shall appoint from time to time to administer the Plan and to otherwise exercise and perform the authority and functions assigned to the Committee under the terms of the Plan.

   "Common Stock" means VenHub Global, Inc.'s common stock, $0.001 par value per share, or any other security into which the common stock shall be changed pursuant to the adjustment provisions of Section 8 of the Plan.

“Company” means VenHub Global, Inc., a Nevada corporation, and all of its Subsidiaries, collectively (and any successor thereto).

“Deferred Compensation Plan” means any plan, agreement, or arrangement maintained by the Company from time to time that provides opportunities for deferral of compensation.

“Effective Date” means July 6, 2026.

“Employment” means the period during which an individual is classified or treated by the Company as an employee of the Company.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Fair Market Value” means, with respect to a share of Common Stock, as of the applicable date of determination or if the market is not open for trading on such date, the immediately preceding day on which the market is open for trading, the closing price as reported on the principal securities exchange on which shares of Common Stock are then listed or admitted to trading (or if shares of Common Stock are then principally traded on a national securities exchange, in the reported “composite transactions” for such exchange). In the event that the price of a share of Common Stock shall not be so reported, the Fair Market Value of a share of Common Stock shall be determined by the Committee in its sole discretion.

“Option” means a stock option to purchase shares of Common Stock granted to a Participant pursuant to Section 6.

“Other Stock-Based Award” means an award granted to a Participant pursuant to Section 7.

“Participant” means an employee, consultant or director of the Company who is eligible to participate in the Plan and to whom one or more Stock Incentive Awards have been granted pursuant to the Plan and have not been fully settled or cancelled and, following the death of any such Person, their successors, heirs, executors, and administrators, as the case may be.

“Person” means a “person” as such term is used in section 13(d) and 14(d) of the Exchange Act, including any “group” within the meaning of section 13(d)(3) under the Exchange Act.

“Plan” means the VenHub Global, Inc. 2026 Equity Incentive Plan, as it may be amended from time to time.

“Securities Act” means the Securities Act of 1933, as amended.

“Stock Incentive Award” means an Option or Other Stock-Based Award granted pursuant to the terms of the Plan.

“Subsidiary” means any “subsidiary” within the meaning of Rule 405 under the Securities Act.

“Voting Power” means the number of votes available to be cast (determined by reference to the maximum number of votes entitled to be cast by the holders of Voting Securities, or by the holders of any Voting Securities for which other Voting Securities may be convertible, exercisable, or exchangeable, upon any matter submitted to shareholders where the holders of all Voting Securities vote together as a single class) by the holders of Voting Securities.

“Voting Securities” means any securities or other ownership interests of an entity entitled, or which may be entitled, to matters submitted to Persons holding such securities or other ownership interests in such entity generally (whether or not entitled to vote in the general election of directors), or securities or other ownership interests which are convertible into, or exercisable in exchange for, such Voting Securities, whether or not subject to the passage of time or any contingency.

**3. Stock Subject to the Plan.**

The maximum number of shares of Common Stock that may be covered by Stock Incentive Awards granted under the Plan shall not exceed 10,000,000 shares of Common Stock in the aggregate. Out of such aggregate, the maximum number of shares of Common Stock that may be covered by Options that are designated as "incentive stock options" within the meaning of section 422 of the Code shall not exceed 10,000,000 shares of Common Stock. The maximum number of shares referred to in the preceding sentences of this Section 3 shall in each case be subject to adjustment as provided in Section 8 and the following provisions of this Section 3. Of the shares described, one hundred percent may be delivered in connection with "full-value Awards," meaning Stock Incentive Awards other than Options or stock appreciation rights. Shares of Common Stock issued under the Plan may be authorized and unissued shares, treasury shares, shares purchased by the Company in the open market, or any combination of the preceding categories as the Committee determines in its sole discretion.

For purposes of the preceding paragraph, shares of Common Stock covered by Stock Incentive Awards shall only be counted as used to the extent they are actually issued and delivered to a Participant (or such Participant's permitted transferees as described in the Plan) pursuant to the Plan; provided, however, that if a Stock Incentive Award is settled for cash or if shares of Common Stock are withheld to pay the exercise price of an Option or to satisfy any tax withholding requirement in connection with a Stock Incentive Award, the shares issued (if any) in connection with such settlement, the shares in respect of which the Stock Incentive Award was cash-settled, and the shares withheld, will be deemed delivered for purposes of determining the number of shares of Common Stock that are available for delivery under the Plan. In addition, if shares of Common Stock are issued subject to conditions which may result in the forfeiture, cancellation, or return of such shares to the Company, any portion of the shares forfeited, cancelled or returned shall be treated as not issued pursuant to the Plan. In addition, if shares of Common Stock owned by a Participant (or such Participant's permitted transferees as described in the Plan) are tendered (either actually or through attestation) to the Company in payment of any obligation in connection with a Stock Incentive Award, the number of shares tendered shall be added to the number of shares of Common Stock that are available for delivery under the Plan.

Shares of Common Stock covered by Stock Incentive Awards granted pursuant to the Plan in connection with the assumption, replacement, conversion, or adjustment of outstanding equity-based awards in the context of a corporate acquisition or merger (within the meaning of Nasdaq Listing Rule 5635(c)) shall not count as used under the Plan for purposes of this Section 3.

**4. Administration of the Plan.**

The Plan shall be administered by a Committee of the Board of Directors consisting of two or more persons, each of whom qualifies as a "non-employee director" (within the meaning of Rule 16b-3 promulgated under section 16 of the Exchange Act) and as "independent" as required by Nasdaq or any security exchange on which the Common Stock is listed, in each case if and to the extent required by applicable law or necessary to meet the requirements of such rule, section or listing requirement at the time of determination. The Committee shall, consistent with the terms of the Plan, from time to time designate those individuals who shall be granted Stock Incentive Awards under the Plan and the amount, type, and other terms and conditions of such Stock Incentive Awards. All of the powers and responsibilities of the Committee under the Plan may be delegated by the Committee, in writing, to any subcommittee thereof, in which case the acts of such subcommittee shall be deemed to be acts of the Committee hereunder. The Committee may also from time to time authorize a subcommittee consisting of one or more members of the Board of Directors (including members who are employees of the Company) or employees of the Company to grant Stock Incentive Awards to persons who are not "executive officers" of the Company (within the meaning of Rule 16a-1 under the Exchange Act), subject to such restrictions and limitations as the Committee may specify and to the requirements of Chapter 78 of the Nevada Revised Statutes.

The Committee shall have full discretionary authority to administer the Plan, including discretionary authority to interpret and construe any and all provisions of the Plan and any Award Agreement thereunder, and to adopt, amend, and rescind from time to time such rules and regulations for the administration of the Plan, including rules and regulations related to sub-plans established for the purpose of satisfying applicable foreign laws and/or qualifying for preferred tax treatment under applicable foreign tax laws, as the Committee may deem necessary or appropriate. Decisions of the Committee shall be final, binding, and conclusive on all parties. For the avoidance of doubt, the Committee may exercise all discretion granted to it under the Plan in a non-uniform manner among Participants.

The Committee may delegate the administration of the Plan to one or more officers or employees of the Company, and such administrator(s) may have the authority to execute and distribute Award Agreements, to maintain records relating to Stock Incentive Awards, to process or oversee the issuance of Common Stock under Stock Incentive Awards, to interpret and administer the terms of Stock Incentive Awards, and to take such other actions as may be necessary or appropriate for the administration of the Plan and of Stock Incentive Awards under the Plan, provided that in no case shall any such administrator be authorized (i) to grant Stock Incentive Awards under the Plan (except in connection with any delegation made by the Committee pursuant to the first paragraph of this Section 4), (ii) to take any action inconsistent with section 409A of the Code, or (iii) to take any action inconsistent with applicable provisions of the Nevada Revised Statutes. Any action by any such administrator within the scope of its delegation shall be deemed for all purposes to have been taken by the Committee and, except as otherwise specifically provided, references in this Plan to the Committee shall include any such administrator. The Committee and, to the extent it so provides, any subcommittee, shall have sole authority to determine whether to review any actions and/or interpretations of any such administrator, and if the Committee shall decide to conduct such a review, any such actions and/or interpretations of any such administrator shall be subject to approval, disapproval, or modification by the Committee.

On or after the date of grant of a Stock Incentive Award under the Plan, the Committee may (i) accelerate the date on which any such Stock Incentive Award becomes vested, exercisable, or transferable, as the case may be, (ii) extend the term of any such Stock Incentive Award, including, without limitation, extending the period following a termination of a Participant’s Employment during which any such Stock Incentive Award may remain outstanding, (iii) waive any conditions to the vesting, exercisability, or transferability, as the case may be, of any such Stock Incentive Award or (iv) provide for the payment of dividends or dividend equivalents with respect to any such Stock Incentive Award; provided, that the Committee shall not have any such authority to the extent that the grant of such authority would cause any tax to become due under section 409A of the Code. Notwithstanding anything herein to the contrary, the Company shall not reprice any stock option within the meaning of the Nasdaq Listing Rules and any other formal or informal guidance issued by The Nasdaq Stock Market without the approval of the shareholders of VenHub Global, Inc.

No member of the Committee shall be liable for any action, omission, or determination relating to the Plan, and VenHub Global, Inc. shall indemnify and hold harmless each member of the Committee and each other director or employee of the Company to whom any duty or power relating to the administration or interpretation of the Plan has been delegated, against any cost or expense (including counsel fees) or liability (including any sum paid in settlement of a claim with the approval of the Committee) arising out of any action, omission, or determination relating to the Plan, unless, in either case, such action, omission, or determination was taken or made by such member, director, or employee in bad faith and without reasonable belief that it was in the best interests of the Company.

5. **Eligibility.** The Persons who shall be eligible to receive Stock Incentive Awards pursuant to the Plan shall be those employees, consultants, and directors of the Company whom the Committee shall select from time to time, including officers of VenHub Global, Inc., whether or not they are directors; provided, however, that (i) a consultant or advisor shall be eligible only if such person is a natural person providing bona fide services to the Company that are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company's securities, and (ii) incentive stock options may be granted only to employees of the Company as provided in Section 6. Each Stock Incentive Award granted under the Plan shall be evidenced by an Award Agreement.

6. **Options.** The Committee may from time-to-time grant Options on such terms as it shall determine, subject to the terms and conditions set forth in the Plan. The Award Agreement shall clearly identify such Option as either an "incentive stock option" within the meaning of section 422 of the Code or as a non-qualified stock option.

   **(a) Exercise Price.** The exercise price per share of Common Stock covered by any Option shall be not less than one hundred percent of the Fair Market Value of a share of Common Stock on the date on which such Option is granted, other than assumptions in accordance with a corporate acquisition or merger as described in Section 3.

   **(b) Term and Exercise of Options.**

   (i) Each Option shall become vested and exercisable on such date or dates, during such period and for such number of shares of Common Stock as shall be determined by the Committee on or after the date such Option is granted; provided, however that no Option shall be exercisable after the expiration of ten years from the date such Option is granted; and, provided, further, that each Option shall be subject to earlier termination, expiration, or cancellation as provided in the Plan or the Award Agreement.

   (ii) Each Option shall be exercisable in whole or in part; provided, however that no partial exercise of an Option shall be for an aggregate exercise price of less than $1,000. The partial exercise of an Option shall not cause the expiration, termination, or cancellation of the remaining portion thereof.

   (iii) An Option shall be exercised by such methods and procedures as the Committee determines from time to time, including without limitation through net physical settlement or other method of cashless exercise.

   **(c) Special Rules for Incentive Stock Options.**

   (i) The aggregate Fair Market Value of shares of Common Stock with respect to which "incentive stock options" (within the meaning of section 422 of the Code) are exercisable for the first time by a Participant during any calendar year under the Plan and any other stock option plan of VenHub Global, Inc. or any of its "subsidiaries" (within the meaning of section 424 of the Code) shall not exceed $100,000. Such Fair Market Value shall be determined as of the date on which each such stock option is granted. In the event that the aggregate Fair Market Value of shares of Common Stock with respect to such incentive stock options exceeds $100,000, then incentive stock options granted hereunder to such Participant shall, to the extent and in the order required by regulations promulgated under the Code (or any other authority having the force of regulations), automatically be deemed to be non-qualified stock options, but all other terms and provisions of such stock options shall remain unchanged. In the absence of such regulations (and authority), or in the event such regulations (or authority) require or permit a designation of the Options which shall cease to constitute incentive stock options, incentive stock options granted hereunder shall, to the extent of such excess and in the order in which they were granted, automatically be deemed to be non-qualified stock options, but all other terms and provisions of such stock options shall remain unchanged.

(ii) Incentive stock options may only be granted to individuals who are employees of the Company. No incentive stock option may be granted to an individual if, at the time of the proposed grant, such individual owns stock possessing more than ten percent of the total combined Voting Power of all classes of stock of VenHub Global, Inc. or any of its "subsidiaries" (within the meaning of section 424 of the Code), unless (i) the exercise price of such incentive stock option is at least 110 percent of the Fair Market Value of a share of Common Stock at the time such incentive stock option is granted and (ii) such incentive stock option is not exercisable after the expiration of five years from the date such incentive stock option is granted.

7. **Other Stock-Based Awards.** The Committee may from time-to-time grant equity-based or equity-related awards not otherwise described herein in such amounts and on such terms as it shall determine, subject to the terms and conditions set forth in the Plan. Without limiting the generality of the preceding sentence, each such Other Stock-Based Award may (i) involve the transfer of actual shares of Common Stock to Participants, either at the time of grant or thereafter, or payment in cash or otherwise of amounts based on the value of shares of Common Stock, (ii) be subject to performance-based and/or service-based conditions, (iii) be in the form of stock appreciation rights, phantom stock, restricted stock, restricted stock units, performance shares, deferred share units, or share-denominated performance units, and (iv) be designed to comply with applicable laws of jurisdictions other than the United States; provided, that each Other Stock-Based Award shall be denominated in, or shall have a value determined by reference to, a number of shares of Common Stock that is specified at the time of the grant of such Stock Incentive Award.

8. **Adjustment upon Certain Changes.**

Subject to any action by the shareholders of VenHub Global, Inc. required by law, applicable tax rules or the rules of any exchange on which shares of common stock of VenHub Global, Inc. are listed for trading:

**(a) Shares Available for Grants.** In the event of any change in the number of shares of Common Stock outstanding by reason of any stock dividend or split, recapitalization, merger, consolidation, combination, or exchange of shares or similar corporate change, the maximum aggregate number or type of shares of Common Stock with respect to which the Committee may grant Stock Incentive Awards, the maximum number of shares of Common Stock that may be covered by Options that are designated as "incentive stock options" within the meaning of section 422 of the Code and the maximum aggregate number of shares of Common Stock with respect to which the Committee may grant Stock Incentive Awards to any individual Participant in any year shall be appropriately adjusted or substituted by the Committee. In the event of any change in the type or number of shares of Common Stock of VenHub Global, Inc. outstanding by reason of any other event or transaction, the Committee shall, to the extent deemed appropriate by the Committee, make such adjustments to the type or number of shares of Common Stock with respect to which Stock Incentive Awards may be granted.

**(b) Increase or Decrease in Issued Shares Without Consideration.** In the event of any increase or decrease in the number of issued shares of Common Stock resulting from a subdivision or consolidation of shares of Common Stock or the payment of a stock dividend (but only on the shares of Common Stock), or any other increase or decrease in the number of such shares effected without receipt or payment of consideration by the Company, the Committee shall, to the extent deemed appropriate by the Committee, adjust the type or number of shares of Common Stock subject to each outstanding Stock Incentive Award and the exercise price per share of Common Stock of each such Stock Incentive Award.

**(c) Certain Mergers and Other Transactions.** In the event of any merger, consolidation, or similar transaction as a result of which the holders of shares of Common Stock receive consideration consisting exclusively of securities of the surviving corporation in such transaction, the Committee shall, to the extent deemed appropriate by the Committee, adjust each Stock Incentive Award outstanding on the date of such merger or consolidation so that it pertains and applies to the securities which a holder of the number of shares of Common Stock subject to such Stock Incentive Award would have received in such merger or consolidation.

In the event of (i) a dissolution or liquidation of VenHub Global, Inc., (ii) a sale of all or substantially all of the Company's assets (on a consolidated basis), (iii) a merger, consolidation, or similar transaction involving VenHub Global, Inc. in which the holders of shares of Common Stock receive securities and/or other property, including cash, other than shares of the surviving corporation in such transaction, the Committee shall, to the extent deemed appropriate by the Committee, have the power to:

(i) Cancel, effective immediately prior to the occurrence of such event, each Stock Incentive Award (whether or not then exercisable or vested), and, in full consideration of such cancellation, pay to the Participant to whom such Stock Incentive Award was granted an amount in cash, for each share of Common Stock subject to such Stock Incentive Award, equal to the value, as determined by the Committee, of such Stock Incentive Award, provided that with respect to any outstanding Option such value shall be equal to the excess of (A) the value, as determined by the Committee, of the property (including cash) received by the holder of a share of Common Stock as a result of such event over (B) the exercise price of such Option; or

(ii) Provide for the exchange of each Stock Incentive Award (whether or not then exercisable or vested) for a Stock Incentive Award with respect to (A) some or all of the property which a holder of the number of shares of Common Stock subject to such Stock Incentive Award would have received in such transaction or (B) securities of the acquiror or surviving entity and, incident thereto, make an equitable adjustment as determined by the Committee in the exercise price of the Stock Incentive Award, or the number of shares or amount of property subject to the Stock Incentive Award or provide for a payment (in cash or other property) to the Participant to whom such Stock Incentive Award was granted in partial consideration for the exchange of the Stock Incentive Award.

**(d) Other Changes.** In the event of any change in the capitalization of VenHub Global, Inc., corporate change, corporate transaction or other event other than those specifically referred to in Sections 9(a), (b) or (c), the Committee shall, to the extent deemed appropriate by the Committee, make such adjustments in the number and class of shares subject to Stock Incentive Awards outstanding on the date on which such change occurs and in such other terms of such Stock Incentive Awards as the Committee deems appropriate.

**(e) No Other Rights.** Except as expressly provided in the Plan or any Award Agreement, no Participant shall have any rights by reason of any subdivision or consolidation of shares of stock of any class, the payment of any dividends or dividend equivalents, any increase or decrease in the number of shares of stock of any class or any dissolution, liquidation, merger, or consolidation of VenHub Global, Inc. or any other corporation. Except as expressly provided in the Plan, no issuance by VenHub Global, Inc. of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of shares or amount of other property subject to, or the terms related to, any Stock Incentive Award.

**(f) Savings Clause.** No provision of this Section 8 shall be given effect to the extent that such provision would cause any tax to become due under section 409A of the Code.

**9. Change in Control; Termination of Employment.**

**(a) Change in Control.** The consequences of a Change in Control, if any, will be set forth in the Award Agreement in addition to what is provided in Section 8 hereof.

**(b) Termination of Employment.**

(i) Except as to any awards constituting stock rights subject to section 409A of the Code, termination of Employment shall mean a separation from service within the meaning of section 409A of the Code, unless the Participant is retained as a consultant pursuant to a written agreement and such agreement provides otherwise. Without limiting the generality of the foregoing, the Committee shall determine whether an authorized leave of absence, or absence in military or government service, shall constitute termination of Employment, provided that a Participant who is an employee will not be deemed to cease employment in the case of any leave of absence approved by the Company. Furthermore, no payment shall be made with respect to any Stock Incentive Awards under the Plan that are subject to section 409A of the Code as a result of any such authorized leave of absence or absence in military or government service unless such authorized leave or absence constitutes a separation from service for purposes of section 409A of the Code and the regulations promulgated thereunder.

The Award Agreement shall specify the consequences with respect to such Stock Incentive Awards of the termination of Employment of the Participant holding the Stock Incentive Awards and shall comply with VenHub Global, Inc.'s Compensation Recovery Policy, effective as of January 28, 2026, and on file with the Company.

**(c) Rights Under the Plan.** No Person shall have any rights as a shareholder with respect to any shares of Common Stock covered by or relating to any Stock Incentive Award until the date of the issuance of such shares on the books and records of VenHub Global, Inc. Except as otherwise expressly provided in Section 8 hereof, no adjustment of any Stock Incentive Award shall be made for dividends or other rights for which the record date occurs prior to the date of such issuance. Nothing in this Section 9 is intended, or should be construed, to limit authority of the Committee to cause the Company to make payments based on the dividends that would be payable with respect to any share of Common Stock if it were issued or outstanding, or from granting rights related to such dividends.

The Company shall not have any obligation to establish any separate fund or trust or other segregation of assets to provide for payments under the Plan. To the extent any person acquires any rights to receive payments hereunder from the Company, such rights shall be no greater than those of an unsecured creditor.

**10. No Special Employment Rights; No Right to Stock Incentive Awards.**

**(a)** Nothing contained in the Plan or any Award Agreement shall confer upon any Participant any right with respect to the continuation of his or her Employment by the Company or interfere in any way with the right of the Company at any time to terminate such Employment or to increase or decrease the compensation of the Participant from the rate in existence at the time of the grant of a Stock Incentive Award.

**(b)** No person shall have any claim or right to receive a Stock Incentive Award hereunder. The Committee's granting of a Stock Incentive Award to a Participant at any time shall neither require the Committee to grant a Stock Incentive Award to such Participant or any other Participant or other person at any time nor preclude the Committee from making subsequent grants to such Participant or any other Participant or other person.

**11. Securities Matters.**

**(a)** VenHub Global, Inc. shall be under no obligation to affect the registration pursuant to the Securities Act of any shares of Common Stock to be issued hereunder or to effect similar compliance under any state or local laws. Notwithstanding anything herein to the contrary, VenHub Global, Inc. shall not be obligated to cause to be issued shares of Common Stock pursuant to the Plan unless and until VenHub Global, Inc. is advised by its counsel that the issuance is in compliance with all applicable laws, regulations of governmental authority, and the requirements of any securities exchange on which shares of Common Stock are traded. The Committee may require, as a condition to the issuance of shares of Common Stock pursuant to the terms hereof, that the recipient of such shares make such covenants, agreements, and representations, and that any related certificates representing such shares bear such legends, as the Committee, in its sole discretion, deems necessary or desirable.

**(b)** The exercise or settlement of any Stock Incentive Award (including, without limitation, any Option) granted hereunder shall only be effective at such time as counsel to VenHub Global, Inc. shall have determined that the issuance and delivery of shares of Common Stock pursuant to such exercise is in compliance with all applicable laws, regulations of governmental authority, and the requirements of any securities exchange on which shares of Common Stock are traded. VenHub Global, Inc., may, in its sole discretion, defer the effectiveness of any exercise or settlement of a Stock Incentive Award granted hereunder in order to allow the issuance of shares pursuant thereto to be made pursuant to registration or an exemption from registration or other methods for compliance available under federal or state or local securities laws. VenHub Global, Inc. shall inform the Participant in writing of its decision to defer the effectiveness of the exercise or settlement of a Stock Incentive Award granted hereunder. During the period that the effectiveness of the exercise of a Stock Incentive Award has been deferred, the Participant may, by written notice, withdraw such exercise and obtain the refund of any amount paid with respect thereto.

**12. Withholding Taxes.**

**(a) Cash Remittance.** Whenever withholding tax obligations are incurred in connection with any Stock Incentive Award, the Company shall have the right to require the Participant to remit to the Company in cash an amount sufficient to satisfy federal, state, and local withholding tax requirements, if any, attributable to such event. In addition, upon the exercise or settlement of any Stock Incentive Award in cash, or the making of any other payment with respect to any Stock Incentive Award (other than in shares of Common Stock), the Company shall have the right to withhold from any payment required to be made pursuant thereto an amount sufficient to satisfy the federal, state, and local withholding tax requirements, if any, attributable to such exercise, settlement, or payment.

**(b) Stock Remittance.** At the election of the Participant, subject to the approval of the Committee, whenever withholding tax obligations are incurred in connection with any Stock Incentive Award, the Participant may tender to the Company (including by attestation) a number of shares of Common Stock having a Fair Market Value at the tender date determined by the Committee to be sufficient to satisfy the minimum federal, state, and local withholding tax requirements, if any, attributable to such event. Such election shall satisfy the Participant's obligations under Section 12(a) hereof, if any.

**(c) Stock Withholding.** At the election of the Participant, subject to the approval of the Committee, whenever withholding tax obligations are incurred in connection with any Stock Incentive Award, the Company shall withhold a number of such shares having a Fair Market Value determined by the Committee to be sufficient to satisfy the minimum federal, state, and local withholding tax requirements, if any, attributable to such event. Such election shall satisfy the Participant's obligations under Section 12(a) hereof, if any.

**(d) No Obligation to Exercise.** The grant to a Participant of a Stock Incentive Award shall impose no obligation upon such Participant to exercise such Stock Incentive Award.

13. **Transfers.** Stock Incentive Awards may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of a Participant, only by the Participant; provided, however that the Committee may permit Options or other Stock Incentive Awards that are not incentive stock options to be sold, pledged, assigned, hypothecated, transferred, or disposed of, on a general or specific basis, subject to such conditions and limitations as the Committee may determine. Upon the death of a Participant, outstanding Stock Incentive Awards granted to such Participant may be exercised only by the executors or administrators of the Participant's estate or by any person or persons who shall have acquired such right to exercise by will or by the laws of descent and distribution. No transfer by will or the laws of descent and distribution of any Stock Incentive Award, or the right to exercise any Stock Incentive Award, shall be effective to bind the Company unless the Committee shall have been furnished with (a) written notice thereof and with a copy of the will and/or such evidence as the Committee may deem necessary to establish the validity of the transfer and (b) an agreement by the transferee to comply with all the terms and conditions of the Stock Incentive Award that are or would have been applicable to the Participant and to be bound by the acknowledgements made by the Participant in connection with the grant of the Stock Incentive Award.

14. **Expenses and Receipts.** The expenses of the Plan shall be paid by the Company. Any proceeds received by the Company in connection with any Stock Incentive Award will be used for general corporate purposes.

15. **Failure to Comply.** In addition to the remedies of the Company elsewhere provided for herein, failure by a Participant to comply with any of the terms and conditions of the Plan or any Award Agreement, unless such failure is remedied by such Participant within ten days after having been notified of such failure by the Committee, shall be grounds for the cancellation and forfeiture of such Stock Incentive Award, in whole or in part, as the Committee, in its absolute discretion, may determine.

16. **Relationship to Other Benefits.** No payment with respect to any Stock Incentive Awards under the Plan shall be taken into account in determining any benefits under any pension, retirement, profit sharing, group insurance, or other benefit plan of the Company except as otherwise specifically provided in such other plan.

17. **Governing Law.** The Plan and the rights of all persons under the Plan shall be construed and administered in accordance with the laws of the State of Nevada without regard to its conflict of law principles.

18. **Severability.** If all or any part of this Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any portion of this Plan not declared to be unlawful or invalid. Any Section or part of a Section so declared to be unlawful or invalid shall, if possible, be construed in a manner that will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

19. **Effective Date and Term of Plan.** The Effective Date of the Plan is July 6, 2026, subject to the approval of the Plan by the shareholders of VenHub Global, Inc. No grants of Stock Incentive Awards may be made under the Plan after January 1, 2028.

20. **Amendment or Termination of the Plan.** The Board of Directors may at any time suspend or discontinue the Plan or revise or amend it or any Stock Incentive Award in any respect whatsoever; provided, however, that to the extent that any applicable law, tax requirement, or rule of a stock exchange requires shareholder approval in order for any such revision or amendment to be effective, such revision or amendment shall not be effective without such approval. The preceding sentence shall not restrict the Committee's ability to exercise its discretionary authority hereunder pursuant to Section 4 hereof, which discretion may be exercised without amendment to the Plan. No provision of this Section 20 shall be given effect to the extent that such provision would cause any tax to become due under section 409A of the Code. Except as expressly provided in the Plan, no action hereunder may, without the consent of a Participant, adversely affect the Participant's rights under any previously granted and outstanding Stock Incentive Award. Nothing in the Plan shall limit the right of the Company to pay compensation of any kind outside the terms of the Plan.

Bush & Associates CPA

To Whom It May Concern:

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Venhub Global, Inc. of our report dated March 24, 2026 relating to the consolidated financial statements of Venhub Global, Inc., which appears in Venhub Global, Inc.,'s Annual Report on Form 10-K for the year ended December 31, 2025

We also consent to the references to us under the headings "Experts" in such Registration Statement.

Very truly yours,

/s/ Bush & Associates CPA LLC (PCAOB 6797)
Henderson, Nevada
September 10, 2026

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**Exhibit 23.2**

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation in this Registration Statement of our report dated March 28, 2025, except for as described in Note 2 to the consolidated financial statements, to which the date is September 9, 2025 (which includes an explanatory paragraph relating to VenHub Global, Inc.'s ability to continue as a going concern), relating to the December 31, 2024 consolidated financial statements of VenHub Global, Inc.

We also consent to the reference to us under the heading "Experts" in such Registration Statement.

*/s/ Rosenberg Rich Baker Berman, P.A.*

Somerset, New Jersey

September 10, 2026

# CALCULATION OF FILING FEE TABLES

## S-8

## VENHUB GLOBAL, INC.

### Table 1: Newly Registered Securities

| Security Type | Security Class Title | Notes | Fee Calculation Rule | Amount Registered | Proposed Maximum Offering Price Per Unit | Maximum Aggregate Offering Price | Fee Rate | Amount of Registration Fee |
|---|---|---|---|---|---|---|---|---|
| Equity | Common stock, par value $0.001 per share | (1) | Other | 10,000,000 | $ 0.88 | $ 8,800,000.00 | 0.0001381 | $ 1,215.28 |
| | | | | Total Offering Amounts: | | $ 8,800,000.00 | | 1,215.28 |
| | | | | Total Fee Offsets: | | | | 0.00 |
| | | | | Net Fee Due: | | | | $ 1,215.28 |

**Offering Note(s)**

(1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement shall also cover any additional shares of common stock, par value $0.001 per share (the “Common Stock”), of VenHub Global, Inc. (the “Registrant”) that become issuable under the 2026 Venhub Equity Incentive Plan by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without receipt of consideration that results in an increase in the number of outstanding shares of Common Stock.

Estimated solely for the purpose of calculating the registration fee pursuant to Rules 457(c) and 457(h) under the Securities Act. The proposed maximum offering price per share is based upon the average of the high and low prices of the Registrant’s Common Stock as reported on The Nasdaq Stock Market LLC on September 9, 2026, a date within five business days prior to the filing of this Registration Statement.