

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

**FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

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

Nevada

(State or other jurisdiction of
incorporation or organization)

3581

(Primary Standard Industrial
Classification Code Number)

92-2083580

(I.R.S. Employer
Identification Number)

**5360 Procyon Street
Las Vegas, NV 89118
(888) 585-4999**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Shahan Ohanessian
Chief Executive Officer
5360 Procyon Street
Las Vegas, NV 89118
(888) 585-4999**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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Avital Perlman, Esq.
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New York, NY 10036
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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box: ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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 of the Exchange Act

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. ☐

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

The information contained in this preliminary prospectus is not complete and may be changed. The selling stockholders listed herein may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED SEPTEMBER 3, 2026

PRELIMINARY PROSPECTUS



VENHUB GLOBAL, INC.

24,913,571 shares of common stock

This prospectus relates to the resale, from time to time, of up to 24,913,571 shares of our common stock by the selling stockholders (which term, as used in this prospectus, includes pledgees, donees, transferees or other successors-in-interest) identified in this prospectus. The 24,913,571 shares consist of (i) up to 18,278,571 shares of common stock (the "ELOC Shares") issuable to Euphoria Capital as a result of the Company directing the selling stockholder to purchase such shares from time to time pursuant to an Equity Purchase Agreement, entered into on August 27, 2026 and effective as of August 26, 2026 (the "ELOC Purchase Agreement"); (ii) 800,000 shares of common stock issued to Euphoria Capital as consideration for its commitment under the ELOC Purchase Agreement (the "Commitment Shares"); (iii) 500,000 shares of common stock issued to Craig Horn pursuant to a Securities Purchase Agreement dated August 13, 2026 (the "SPA Shares"); and (iv) 5,335,000 shares issued pursuant to service agreements with each of Vervetria Investments Ltd., Sunflower Marketing LLC, Dalmasia Ltd., Pacific Design Studio LLC, and Worldwide Acquisitions LLC (the "Second-Tranche Service Agreement Shares").

For more information about the selling stockholders and the agreements pursuant to which we agreed to issue the shares, see the section titled "Selling Stockholders."

We are not selling any securities under this prospectus and will not receive any proceeds from the sale of the shares offered hereby by the selling stockholders. However, we may receive up to \$100,000,000 in aggregate gross proceeds from sales of ELOC Shares to Euphoria Capital under the ELOC Purchase Agreement. We intend to use such proceeds for general corporate purposes.

We have agreed to bear all of the expenses incurred in connection with the registration of these shares. The selling stockholders will pay or assume discounts, commissions, fees of underwriters, selling brokers or dealer managers and similar expenses, if any, incurred for the sale of shares of our common stock.

The selling stockholders identified in this prospectus may offer the shares from time to time through a number of different ways and at varying prices, including public or private transactions at prevailing market prices, at prices related to prevailing market prices or at privately negotiated prices. For additional information on the methods of sale that may be used by the selling stockholders, see the section titled "Plan of Distribution." For a list of the selling stockholders, see the section titled "Selling Stockholders."

We may amend or supplement this prospectus from time to time by filing amendments or supplements as required. You should read the entire prospectus and any amendments or supplements carefully before you make your investment decision.

Our common stock is listed on the Nasdaq Global Market ("Nasdaq") under the symbol "VHUB." On September 2, 2026, the closing sale price of our common stock as reported on Nasdaq was \$0.8156. You are urged to obtain current market quotations for the common stock.

Our founder and Chief Executive Officer, Shahan Ohanessian, along with the Chairwoman of the Board of Directors, his wife, Shoushana Ohanessian, beneficially own approximately 78% of the voting power of our outstanding voting securities through their ownership of Series C Preferred Stock and common stock, and we are a “controlled company” within the meaning of the listing rules of The Nasdaq Stock Market LLC. Under Nevada Revised Statutes Section 78.195, the voting rights and powers of this preferred stock have been established in our articles of incorporation. We may rely on the exemptions from the corporate governance requirements that are available to controlled companies. See “Risk Factors — *The Company is a “controlled company” within the meaning of the applicable rules of Nasdaq and, as a result, we qualify for exemptions from certain corporate governance requirements. If the Company relies on these exemptions, its stockholders will not have the same protections afforded to stockholders of companies that are subject to such requirements*”

We are an “emerging growth company” as defined under U.S. federal securities laws and, as such, have elected to comply with reduced public company reporting requirements. We have elected 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.

We are a “smaller reporting company” as defined under U.S. federal securities law and, as such, hereby elect to incorporate by reference information filed after the effective date of this Registration Statement. All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, prior to the termination of this Offering shall be deemed to be incorporated by reference into the prospectus.

Investing in our common stock involves risks. See the “Risk Factors” section beginning on page 6 and under similar headings in the documents incorporated by reference into this prospectus for risks you should consider before investing in our common stock.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2026



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You should rely only on the information contained or incorporated by reference to this prospectus in deciding whether to purchase our common stock. We have not, and the selling stockholders have not, authorized anyone to provide you with information other than the information that has been provided or incorporated by reference in this prospectus and your reliance on any unauthorized information or representation is at your own risk. This prospectus may be used only in jurisdictions where offers and sales of these securities are permitted. You should assume that the information appearing in this prospectus is accurate only as of the date of the document incorporated by reference, regardless of the time of delivery of this prospectus, or any sale of our securities. Our business, financial condition and results of operations may have changed since those dates.

ABOUT THIS PROSPECTUS

This prospectus relates to the resale by the selling stockholders identified in this prospectus under the caption “Selling Stockholders,” from time to time, of up to an aggregate of 24,913,571 shares of our common stock. We are not selling any shares of our common stock under this prospectus, and we will not receive any proceeds from the sale of shares of common stock offered hereby by the selling stockholders, although we may receive up to \$100,000,000 in aggregate gross proceeds from sales of ELOC Shares to Euphoria Capital under the ELOC Purchase Agreement.

The information appearing in this prospectus, the documents incorporated by reference in this prospectus and any free writing prospectus authorized for use in connection with this offering is accurate only as of its respective date, regardless of the time of delivery of the respective document or of any sale of securities covered by this prospectus. You should not assume that the information contained in or incorporated by reference in this prospectus, or in any free writing prospectus that is authorized for use in connection with this offering, is accurate as of any date other than the respective dates thereof.

We further note that the representations, warranties and covenants made by us in any agreement that is filed as an exhibit to any document that is incorporated by reference herein were made solely for the benefit of the parties to such agreement, including, in some cases, for the purpose of allocating risk among the parties to such agreements, and should not be deemed to be a representation, warranty or covenant to you. Moreover, such representations, warranties or covenants were accurate only as of the date when made. Accordingly, such representations, warranties and covenants should not be relied on as accurately representing the current state of our affairs.

To the extent there is a conflict between the information contained in this prospectus, on the one hand, and the information contained in any document incorporated by reference filed with the SEC before the date of this prospectus, on the other hand, you should rely on the information in this prospectus. If any statement in a document incorporated by reference is inconsistent with a statement in another document incorporated by reference having a later date, the statement in the document having the later date modifies or supersedes the earlier statement.

Neither we nor the selling stockholders have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons who come into possession of this prospectus and any free writing prospectus in jurisdictions outside the United States are required to inform themselves about and to observe any restrictions as to this offering and the distribution of this prospectus and any free writing prospectus applicable to that jurisdiction.

Industry and Market Data

The information incorporated by reference or provided in this prospectus contains statistical data and estimates, including those relating to market size and competitive position of the markets in which we participate, that we obtained from our own internal estimates and research, as well as from industry and general publications and research, surveys and studies conducted by third parties. Industry publications, studies and surveys generally state that they have been obtained from sources believed to be reliable. While we believe our internal company research is reliable and the definitions of our market and industry are appropriate, neither this research nor these definitions have been verified by any independent source.

PROSPECTUS SUMMARY

This summary highlights selected information included elsewhere in or incorporated by reference in this prospectus and does not contain all of the information that you should consider before investing in our securities. Before making an investment decision, you should read the entire prospectus carefully, including the risk factors section, the financial statements and related notes and other available information incorporated by reference into this prospectus and any amendment or supplement hereto.

Company Overview

VenHub Global, Inc. is a fully autonomous and robotic-operated store that utilizes advanced technologies such as artificial intelligence (AI) and smart inventory management systems to offer a seamless shopping experience for customers. The Company intends VenHub technology to combine the convenience of a store with the efficiency of robotics. This will be achieved by providing customers with a unique shopping experience that will be fully autonomous and that operates 24/7. The Company believes that with its use of advanced sensors, artificial intelligence, and robotics, VenHub is designed to ensure that customers will always have access to products with a few taps on their smartphones. From scanning and purchasing products to bagging and delivering them, VenHub's robots will be able to take care of everything in a seamless and efficient manner. The store's artificial intelligence algorithm will be able to keep track of customer preferences, allowing it to tailor its offering to meet individual customer's tastes and preferences.

The Company's business model is designed to generate both one-time deployment revenue from the sale and installation of Smart Store units, as well as recurring revenue from SaaS subscriptions, maintenance agreements, support services, and other platform-related offerings. While the Company has not yet charged customers for SaaS or maintenance services as part of its early commercialization strategy, management expects recurring revenue streams to become an increasingly important component of the Company's operating model as commercial deployments expand.

Management believes the recurring nature of SaaS and maintenance revenue may provide greater long-term revenue visibility and operating leverage as the installed base of Smart Store units grows.

The Company is continuing to build its commercialization and deployment infrastructure to support the anticipated expansion of Smart Store deployments. Through its subsidiaries, the Company manages manufacturing, assembly, installation, software development, maintenance, and support operations associated with its Smart Store platform. Management believes the Company's operational structure is designed to support future scaling of deployments across both Company-owned and customer-operated locations.

As commercialization efforts continue, the Company expects scaling activities to include increased manufacturing capacity, inventory procurement, deployment logistics, installation coordination, software support, and field maintenance operations. The Company's ability to expand deployments remains dependent on several factors, including available capital resources, supply chain conditions, customer demand, site readiness, and operational execution.

Management believes the Company's current investments in inventory, infrastructure, software, and operational capabilities position the Company to support future growth and broader commercial rollout initiatives.

The Company has four subsidiaries:

VenHub, LLC to manage manufacturing, assembly and installation of units.

VenHub, Services LLC to provide software-as-a-service (SaaS) and ongoing maintenance services.

VenHub IP, LLC to hold and manage the Company's intellectual property.

VenHub Stores LLC, to manage all Company owned stores.

On January 30, 2026, the Company commenced trading under the ticker symbol "VHUB" on the NASDAQ Global Market.

We have incurred significant losses and negative cash flows from our operations since inception. As of June 30, 2026, we had an accumulated deficit of approximately \$109.2 million and negative working capital of approximately \$1.77 million. As of December 31, 2025, we had an accumulated deficit of approximately \$82.17 million and negative working capital of approximately \$9.2 million. As of June 30, 2026, we had cash and cash equivalents of approximately \$2.56 million. As of December 31, 2025, we had cash and cash equivalents of approximately \$0.089 million. Based on our historical and anticipated rate of cash expenditures, we do not anticipate our existing working capital will be sufficient to sustain our business through the commercialization of our product candidates or the execution of our current business plan. Therefore, we are dependent on obtaining additional funding from outside sources, including equity or debt financings, warrant exercises, strategic transactions, commercial arrangements, or other sources of financing, in order to continue our operations. We cannot provide assurance that additional financing will be available to us and, if available, that it will be completed on a timely basis, on acceptable terms or at all. If we are unable to obtain sufficient financing when needed, it would negatively impact our business and operations, which could cause the price of our common stock to decline or ultimately force us to reduce, suspend or cease operations.

During the years ended December 31, 2025 and 2024, we incurred net losses of approximately \$62.4 million and \$9.4 million, respectively. We have not yet achieved profitability and expect to continue to incur losses for the foreseeable future. Our future capital needs will depend on a number of factors, including the development and operating requirements of our business and stores, our corporate overhead, debt service obligations, and public company costs.

Our independent auditors, in their reports dated March 24, 2026 and March 28, 2025 with respect to our financial statements for the years ended December 31, 2025 and 2024, respectively, included explanatory paragraphs expressing substantial doubt regarding our ability to continue as a going concern. The going concern disclosures reflected, among other factors, the Company's recurring operating losses, negative operating cash flows, accumulated deficit, and dependence on additional financing to fund operations and execute its business plan.

Recent Developments

Certificate of Amendment

On July 7, 2026, the Company filed a Definitive Information Statement on Schedule 14C with the SEC in connection with the approval by stockholders holding a majority of our voting power of a Certificate of Amendment to our articles of incorporation to increase the number of authorized shares of common stock from 100,000,000 to 300,000,000 shares of common stock. On July 28, 2026, the Company filed the Certificate of Amendment to its Certificate of Incorporation with the Secretary of State of the State of Nevada, thereby increasing the Company's authorized common stock from 100,000,000 shares to 300,000,000 shares.

ELOC Transaction

On August 27, 2026, we entered into the ELOC Purchase Agreement, effective as of August 26, 2026, with Euphoria Capital, pursuant to which Euphoria Capital committed to purchase from us, at our discretion, up to \$100,000,000 of shares of our common stock during a 24-month commitment period. The purchase price for shares sold under the ELOC Purchase Agreement is 97% of the average volume-weighted average prices ("VWAPS") of our common stock during a valuation period of three consecutive trading days. We issued 800,000 shares of common stock to Euphoria Capital as commitment shares. The ELOC Purchase Agreement includes a 4.99% beneficial ownership limitation and an exchange cap of 18,278,571 shares unless we obtain shareholder approval under Nasdaq Rule 5635(d).

Registration Rights Agreement

In connection with the ELOC Purchase Agreement, on August 27, 2026, we entered into a Registration Rights Agreement, effective as of August 26, 2026, with Euphoria Capital. The Registration Rights Agreement requires us to file a registration statement within 30 calendar days covering the ELOC Shares and Commitment Shares and to use reasonable commercial efforts to have that registration statement declared effective within 90 calendar days.

Securities Purchase Agreement

On August 13, 2026, we entered into a Securities Purchase Agreement with Craig Horn for the issuance and sale of 500,000 shares of our common stock at \$1.00 per share. The agreement provides Mr. Horn with piggyback registration rights.

Service Agreement Issuances

Following the increase in our authorized common stock from 100,000,000 to 300,000,000 shares on July 28, 2026, we issued shares under service agreements with certain service providers: 1,000,000 shares to Vervetria Investments Ltd., 1,000,000 shares to Sunflower Marketing LLC, 1,125,000 shares to Dalmasia Ltd., 1,250,000 shares to Pacific Design Studio LLC, and 960,000 shares to Worldwide Acquisitions LLC.

Our Corporate Information

VenHub Global, Inc. was incorporated in the state of Wyoming on January 31, 2023, as “Autonomous Solutions, Inc.” and redomiciled in Delaware with the name VenHub Global, Inc. on August 15, 2024. The Company redomiciled in Nevada on October 3, 2025.

Implications of Being a Smaller Reporting Company

We are a “smaller reporting company” as defined in Rule 10(f)(1) of Regulation S-K. Smaller reporting companies may take advantage of certain reduced disclosure obligations, including, among other things, providing only two years of audited financial statements. We will remain a smaller reporting company until the last day of the fiscal year in which (1) the market value of our shares held by non-affiliates equals or exceeds \$250 million as of the prior June 30th, or (2) our annual revenues equaled or exceeded \$100 million during such completed fiscal year and the market value of our shares held by non-affiliates equals or exceeds \$700 million as of the prior June 30th. Such reduced disclosure and corporate governance obligations may make it more challenging for investors to analyze our results of operations and financial prospects.

Implications of Our Being an “Emerging Growth Company”

We are an “emerging growth company,” as defined in the Jumpstart Our Business Startups Act (the “JOBS Act”), and we are eligible to take advantage of certain exemptions from various reporting and financial disclosure requirements that are applicable to other public companies, that are not emerging growth companies, including, but not limited to, (1) presenting only two years of audited financial statements and only two years of related management’s discussion and analysis of financial condition and results of operations in this prospectus, (2) not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”), (3) reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and (4) exemptions from the requirements of holding a non-binding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. We intend to take advantage of these exemptions. As a result, investors may find investing in our Shares less attractive.

In addition, Section 107 of the JOBS Act also provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act, for complying with new or revised accounting standards. As a result, an emerging growth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies.

We have elected to take advantage of certain of the reduced disclosure obligations in the registration statement of which this prospectus is a part and may elect to take advantage of other reduced reporting requirements in future filings. As a result, the information that we provide to our stockholders may be different than you might receive from other public reporting companies in which you hold equity interests. We may take advantage of these provisions for up to five years or such earlier time that we are no longer an emerging growth company.

We have elected to avail ourselves of the extended transition period for implementing new or revised financial accounting standards.

We will remain an emerging growth company until the earliest of (i) the last day of the fiscal year during which we have total annual gross revenues of at least US\$1.235 billion; (ii) the last day of our fiscal year following the fifth anniversary of the completion of our offering of our shares of common stock in October 2025; (iii) the date on which we have, during the preceding three-year period, issued more than US\$1.0 billion in non-convertible debt; or (iv) the date on which we are deemed to be a “large accelerated filer” under the Exchange Act, which would occur if the market value of our Shares that are held by non-affiliates exceeds US\$700 million as of the last business day of our most recently completed second fiscal quarter. Once we cease to be an emerging growth company, we will not be entitled to the exemptions provided in the JOBS Act discussed above

Available Information

We maintain our corporate website at www.venhub.com. Information on our website does not constitute a part of, nor is it incorporated in any way, into this prospectus and should not be relied upon in connection with making an investment decision. Our SEC filings, including any amendments, will be made available free of charge on our website as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC.

Our common stock is quoted on the Nasdaq under the symbol “VHUB”. We file annual, quarterly, and current reports, proxy statements and other information with the U.S. Securities and Exchange Commission (the “SEC”) and are subject to the requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). These filings are available to the public on the Internet on the SEC’s website at www.sec.gov.

Our principal business address is 5360 Procyon Street, Las Vegas, NV 89118 and our telephone number is (888) 585-4999.

THE OFFERING

The Issuer	VenHub Global, Inc. is a Nevada Corporation
Securities Being Registered	The 24,913,571 shares consist of (i) up to 18,278,571 shares of common stock issuable to Euphoria Capital pursuant to an Equity Purchase Agreement, entered into on August 27, 2026 and effective as of August 26, 2026; (ii) 800,000 shares of common stock issued to Euphoria Capital as consideration for its commitment under the Equity Purchase Agreement; (iii) 500,000 shares of common stock issued to Craig Horn pursuant to a Securities Purchase Agreement dated August 13, 2026; and (iv) 5,335,000 shares issued under service agreements with each of Vervetria Investments Ltd., Sunflower Marketing LLC, Dalmasia Ltd., Pacific Design Studio LLC, and Worldwide Acquisitions LLC. Our common stock is described in further detail in the section of this prospectus titled “Description of Securities - Common Stock.”
Offering Type	The Offering is being made on behalf of those selling stockholders identified herein.
Nasdaq Symbol	VHUB
Common Stock Outstanding Before this Offering	There are 97,427,857 shares of common stock issued and outstanding as of the date of this prospectus, which are held by 2,764 holders.
Use of Proceeds	The Company will not receive any proceeds from the sale of the shares of common stock offered hereby by the selling stockholders. However, the Company may receive up to \$100,000,000 in aggregate gross proceeds from sales of ELOC Shares to Euphoria Capital under the ELOC Purchase Agreement, which proceeds will be used for general corporate purposes. See “Use of Proceeds.”
Offering Price	The selling stockholders will offer the shares of common stock covered by this prospectus at the prevailing market prices or at privately negotiated prices.
Risk Factors	An investment in our common stock involves a high degree of risk. You should carefully consider the risk factors set forth under the “Risk Factors” section herein and the other information contained or incorporated by reference in this prospectus before making an investment decision regarding our common stock.

RISK FACTORS

An investment in our securities involves a high degree of risk. You should carefully consider the following risks and all of the other information contained or incorporated by reference in this prospectus before deciding whether to invest in our securities, including the risks and uncertainties described below and under the caption “Risk Factors” in our most recently filed Annual Report on Form 10-K and any Quarterly Reports on Form 10-Q filed with the SEC, in each case as these risk factors are amended or supplemented by subsequent Annual Reports on Form 10-K or Quarterly Reports on Form 10-Q. Our business, financial condition, results of operations and future prospects may be adversely affected as a result of such risks. In such an event, the market price of our common stock could decline, and you could lose part or all of your investment.

RISKS RELATING TO OWNERSHIP OF OUR SECURITIES

Our failure to maintain compliance with Nasdaq’s continued listing requirements could result in the delisting of our common stock.

Our common stock is currently listed for trading on The Nasdaq Stock Market LLC. We must satisfy the continued listing requirements of Nasdaq, to maintain the listing of our common stock on The Nasdaq Stock Market LLC.

On April 30, 2026, we received a notification letter from the Listing Qualifications Department of The Nasdaq Stock Market LLC notifying the Company that, because the closing bid price for the Company’s common stock listed on Nasdaq was below \$1.00 for the last 30 consecutive business days, the Company no longer meets the minimum bid price requirement for continued listing on the Nasdaq Global Market under Nasdaq Marketplace Rule 5450(a)(1), requiring a minimum bid price of at least \$1.00 per share (the “Minimum Bid Price Requirement”). The notification had no immediate effect on the listing of the Company’s common stock. In accordance with Nasdaq Marketplace Rule 5810(c)(3)(A), the Company had a period of 180 calendar days, or until October 27, 2026, to regain compliance with the Minimum Bid Price Requirement.

On May 21, 2026, we received a letter from Nasdaq notifying us that, as the closing bid price of the Company’s common stock for the last 10 consecutive business days, from May 7, 2026 to May 20, 2026, has been at \$1.00 per share or greater, the Company regained compliance with Nasdaq’s Listing Rule 5450(a)(1).

On September 1, 2026, we received a notification letter from the Listing Qualifications Department of The Nasdaq Stock Market LLC notifying the Company that, because the closing bid price for the Company’s common stock listed on Nasdaq was below \$1.00 for the last 30 consecutive business days, the Company no longer meets the Minimum Bid Price Requirement. The notification had no immediate effect on the listing of the Company’s common stock. In accordance with Nasdaq Marketplace Rule 5810(c)(3)(A), the Company has a period of 180 calendar days, or until February 28, 2027, to regain compliance with the Minimum Bid Price Requirement.

If we are unable to sustain compliance with all applicable requirements for continued listing on the Nasdaq, our common stock may be delisted from Nasdaq. In that event, our shares would likely trade on an over-the-counter market, which could materially and adversely affect investors. Delisting could result in reduced liquidity, lower trading prices, increased volatility, decreased analyst coverage, and limited access to capital. In addition, certain institutional investors may be unable to hold or purchase our securities, which could further negatively impact the market for our common stock. We may pursue actions to regain compliance, including a reverse stock split, although there can be no assurance that such actions would be successful.

Our current dependency on external funding for our operations raises a substantial doubt about our ability to continue as a going concern. If we do not continue as a going concern, investors could lose their entire investment.

As reflected in the accompanying financial statements, since its inception, the Company has experienced recurring losses. As of June 30, 2026, we had an accumulated deficit of approximately \$109.2 million and negative working capital of approximately \$1.7 million. As of December 31, 2025, we had an accumulated deficit of approximately \$82.17 million and negative working capital of approximately \$9.2 million. These matters raise substantial doubt about the Company’s ability to continue as a going concern. During the next twelve months, the Company intends to fund its operations with funds from revenue producing activities along with exploring both additional equity and debt financing.

On February 12, 2026, we completed a financing transaction providing for aggregate gross proceeds of \$18.865 million. Based on cash on hand as of August 28, 2026, we currently anticipate having sufficient liquidity to fund planned operations into the first quarter of 2027. However, this estimate is based on assumptions that may prove to be incorrect, and we may require additional financing sooner than currently anticipated.

We will be required to raise additional capital in order to develop our technology and scale our commercial delivery operations. However, we may be unable to raise additional capital needed to fund and grow our business.

We will need additional capital to develop our next generation of autonomous smart stores and scale our operations. We will not be able to continue product development and our autonomous smart store operations if we cannot raise additional debt and/or equity financing.

We may not be able to increase our capital resources by engaging in additional debt or equity financings. Even if we complete such financings, they may result in dilution to our existing investors and include additional rights or terms that may be unfavorable to our existing investor base. These circumstances could materially and adversely affect our financial results and impair our ability to achieve our business objectives. Additionally, we may be required to accept terms that restrict our ability to incur additional indebtedness or take other actions (including terms that require us to maintain specified liquidity or other ratios) that would otherwise be in the best interests of our stockholders.

Our controlling stockholders which include our Chief Executive Officer have significant influence over the Company.

Our Chief Executive Officer, Shahan Ohanessian, along with his wife, Shoushana Ohanessian, who sits as Chairwoman of the Board of Directors, holds, through their limited liability company SSO, LLC, approximately 78% of the voting power of our outstanding voting securities. As of August 28, 2026, Our Chief Executive Officer, Shahan Ohanessian, along with his wife, Shoushana Ohanessian, are holding 59,124,215 shares of common stock and 100,000 shares of Series C Preferred Stock to SSO LLC, which have voting rights of 1,000 per each share. As a result, Mr. and Mrs. Ohanessian collectively control approximately 78% voting rights on all matters presented to shareholders, limiting shareholders' ability to affect decision making.

Due to the controlling amount of their share ownership in our Company, our chief executive officer has a significant influence in determining the outcome of all corporate transactions, including the power to prevent or cause a change in control. His interests may differ from the interests of other stockholders and thus result in corporate decisions that are disadvantageous to other shareholders.

The Company is a "controlled company" within the meaning of the applicable rules of Nasdaq and, as a result, we qualify for exemptions from certain corporate governance requirements. If the Company relies on these exemptions, its stockholders will not have the same protections afforded to stockholders of companies that are subject to such requirements.

The Company is currently a "controlled company" within the meaning of the applicable rules of Nasdaq. Our Chief Executive Officer, Shahan Ohanessian, along with his wife, Shoushana Ohanessian, who sits as Chairwoman of the Board of Directors, holds, through their limited liability company SSO, LLC, approximately 78% of the voting power of our outstanding voting securities and accordingly, he has the ability to determine all matters requiring approval by stockholders. As a result, we qualify for exemptions from certain corporate governance requirements. If the Company relies on these exemptions, which it does not intend to do, its stockholders will not have the same protections afforded to stockholders of companies that are subject to such requirements. Under these rules, a company of which more than 50% of the voting power for the election of directors is held by an individual, group or another company is a "controlled company" and may elect not to comply with certain corporate governance requirements, including the requirements:

- that a majority of the board consists of independent directors;
- for an annual performance evaluation of the nominating and corporate governance and compensation committees;

- that the controlled company has a nominating and corporate governance committee that is composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities; and
- that the controlled company has a compensation committee that is composed entirely of independent directors with a written charter addressing the committee's purpose and responsibility.

While the Company does not intend to rely on these exemptions, the Company may use these exemptions now or in the future. As a result, the Company's stockholders may not have the same protections afforded to stockholders of companies that are subject to all of the Nasdaq corporate governance requirements.

Any future market price for the shares may be volatile.

Our common stock has experienced significant price volatility since our initial listing on January 30, 2026, and such volatility may continue. Since our listing, the trading price of our common stock has fluctuated substantially, including declines to below \$1.00 per share, and has been subject to significant variability in trading volume and price. This volatility may be attributable to a number of factors, including limited trading history, low public float, changes in investor perception, market conditions, and other factors that are beyond our control. As a result, the market price of our common stock may continue to fluctuate significantly in the future. Continued volatility in our stock price could result in substantial losses for investors, make it more difficult for investors to predict the value of our securities, and impair our ability to raise additional capital on favorable terms or at all.

Although we are listed on the Nasdaq Global Market, the market price for our shares is likely to continue to be highly volatile, and subject to wide fluctuations in response to various factors including the following:

1. Actual or anticipated fluctuations in the Company's quarterly operating results and revisions to expected results;
2. Changes in financial estimates by securities research analysts;
3. Conditions in the U.S. financial markets;
4. Changes to international, federal, state or local regulations related to artificial intelligence, automated retail technology, digital payment systems, personal data protection, and robotics;
5. Changes in the economic performance or market valuations of industries specializing in comparable companies having securities traded on a national exchange;
6. Announcements by the Company or its competitors of new services, strategic relationships, joint ventures or capital commitments;
7. Addition or departure of key personnel;
8. Litigation related to any assets or intellectual property; and
9. Sales or perceived potential sales of the shares.

In addition, securities markets have from time to time, and to a greater degree since 2007, experienced significant price and volume fluctuations that bear no relation to the operating performance of particular companies. These market fluctuations may also have a materially adverse effect on the market price of the Company's common stock. Furthermore, in the past, following periods of volatility in the market price of a public company's securities, investors have frequently instituted securities class action litigation against that company. Litigation of this kind could result in substantial costs and a diversion of management's attention and resources.

If shares of our common stock become subject to the penny stock rules, it would become more difficult to trade our shares.

The SEC has adopted rules that regulate broker-dealer practices in connection with transactions in penny stocks. Penny stocks are generally equity securities with a price of less than \$5.00, other than securities registered on certain national securities exchanges or authorized for quotation on certain automated quotation systems, provided that current price and volume information with respect to transactions in such securities is provided by the exchange or system. If we do not retain a listing on Nasdaq or another national securities exchange and if the price of our shares of common stock is less than \$5.00 per share, our common stock could be deemed a penny stock. The penny stock rules require a broker-dealer, before a transaction in a penny stock not otherwise exempt from those rules, to deliver a standardized risk disclosure document containing specified information. In addition, the penny stock rules require that before effecting any transaction in a penny stock not otherwise exempt from those rules, a broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive (i) the purchaser's written acknowledgment of the receipt of a risk disclosure statement; (ii) a written agreement to transactions involving penny stocks; and (iii) a signed and dated copy of a written suitability statement. These disclosure requirements may have the effect of reducing the trading activity in the secondary market for our common stock, and therefore stockholders may have difficulty selling their shares. In addition, the regulations relating to penny stocks, coupled with the typically higher cost per trade to the investor of penny stocks due to factors such as broker commissions generally representing a higher percentage of the price of a penny stock than of a higher-priced stock, would further limit the ability of investors to trade in our common stock.

The sale of a substantial amount of our common stock, including resale of the Shares held by the selling stockholders in the public market, could adversely affect the prevailing market price of our common stock.

This prospectus covers the resale of 24,913,571 shares of our common stock held by or issuable to the selling stockholders. Sales of substantial amounts of our common stock in the public market, or the perception that such sales might occur, could adversely affect the market price of our common stock. We cannot predict if and when selling stockholders may sell such shares in the public market.

Future sales of our common stock could lower our stock price and dilute existing stockholders.

We may, in the future, sell additional shares of common stock or other types of our securities in subsequent public or private offerings. We cannot predict the size or terms of future issuances of our securities or the effect, if any, that future sales and issuances of our securities will have on the market price of our common stock. Sales of substantial amounts of our securities, or the perception that such sales could occur, may adversely affect prevailing market prices for our common stock. In addition, these sales may be dilutive to existing stockholders.

RISKS RELATED TO THE ELOC SHARES AND COMMITMENT SHARES

The sale or issuance of our common stock to Euphoria Capital may cause dilution and the sale of those shares or the perception that such sales may occur could cause the price of our common stock to decrease.

The ELOC Purchase Agreement permits us, in our discretion, to direct Euphoria Capital to purchase shares during the 24-month commitment period, subject to the agreement's conditions and limitations. The purchase price is 97% of the average VWAPs during the applicable three-Trading-Day Valuation Period. Depending on market liquidity, sales of these shares to Euphoria and Euphoria's subsequent resales may cause the trading price of our common stock to decline, and sales of the full amount registered could substantially dilute existing stockholders.

Investors who buy shares at different times will likely pay different prices, and the sale of the shares acquired by Euphoria Capital could cause the price of our common stock to decline.

We have discretion over the timing and amount of any sales to Euphoria Capital, and the purchase price will vary with the market price of our common stock. If we sell ELOC Shares at different times, investors purchasing shares from Euphoria may pay different prices and may experience different levels of dilution or investment results. Future sales by Euphoria, or the anticipation of those sales, could also depress the trading price of our common stock.

Our management will have broad discretion over the use of the net proceeds from our sale of ELOC Shares, and you may not agree with how we use the proceeds.

We may use proceeds from sales of ELOC Shares for general corporate purposes, including capital, operating, and research and development expenses. You will be relying on the judgment of management regarding the application of those proceeds, and management may use them for purposes that do not improve our business, financial condition, operating results, or cash flows.

We may issue additional equity of equity-linked securities in the future, which may result in additional dilution to you.

We may require additional capital for ongoing operations and strategic initiatives. To the extent that we raise capital by issuing equity securities or securities exercisable for or convertible into common stock, existing stockholders may experience substantial dilution, and the terms of those securities may include preferences or other rights that adversely affect common stockholders.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference herein contain forward-looking statements. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended (the “Securities Act”) and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). All statements other than statements of historical facts contained in this prospectus, any prospectus supplement or the documents incorporated herein and therein by reference, including statements about future financial and operating results and performance, statements about our plans, objectives, expectations and intentions with respect to future operations, products and services, and other statements that are not historical facts, are forward-looking statements. These statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements.

In some cases, you can identify forward-looking statements by terms such as “may,” “will,” “should,” “expect,” “plan,” “anticipate,” “could,” “intend,” “target,” “project,” “contemplate,” “believe,” “estimate,” “predict,” “potential” or “continue” or the negative of these terms or other similar conditional expressions. The forward-looking statements in this prospectus or the documents incorporated herein by reference are only predictions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. These forward-looking statements speak only as of the date of this prospectus and are subject to a number of important factors that could cause actual results to differ materially from those in the forward-looking statements, including the factors described under “Risk Factors” contained herein and in our most recently filed Annual Report on Form 10-K.

You should read this prospectus and the documents that are incorporated by reference herein completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise.

USE OF PROCEEDS

We will not receive any proceeds from the sale of the selling stockholders' shares of common stock offered hereby. However, we may receive up to \$100,000,000 in aggregate gross proceeds from sales of ELOC Shares to Euphoria Capital under the ELOC Purchase Agreement that we may, in our discretion, elect to take from time to time. We intend to use the proceeds from those sales for general corporate purposes, which may include covering capital, operating, and research and development expenses. Our management will have broad discretion over the use of proceeds from the sale of ELOC Shares under the ELOC Purchase Agreement.

DIVIDEND POLICY

We have not paid any dividends on our common stock since inception and we currently expect that, in the foreseeable future, all earnings, if any, will be retained for the development of our business and no dividends will be declared or paid. Any future dividends will be subject to the discretion of our Board of Directors and will depend upon, among other things, our earnings, if any, operating results, financial condition and capital requirements, general business conditions and other pertinent facts.

SELLING STOCKHOLDERS

This prospectus relates to the offer and resale of up to an aggregate of 24,913,571 shares of our common stock, par value \$0.001 per share. The shares consist of (i) up to 18,278,571 shares issuable to Euphoria Capital pursuant to the Equity Purchase Agreement, entered into on August 27, 2026 and effective as of August 26, 2026 in connection with purchases of up to \$100,000,000 of common stock; (ii) 800,000 shares issued to Euphoria Capital as commitment shares under the Equity Purchase Agreement; (iii) 500,000 shares issued to Craig Horn pursuant to the Securities Purchase Agreement dated August 13, 2026; and (iv) 5,335,000 shares issued under service agreements with each of Vervetria Investments Ltd., Sunflower Marketing LLC, Dalmasia Ltd., Pacific Design Studio LLC, and Worldwide Acquisitions LLC.

The table below lists the selling stockholders and other information regarding the “beneficial ownership” of the shares of common stock by the selling stockholders. In accordance with Rule 13d-3 of the Exchange Act, “beneficial ownership” includes any shares of our common stock as to which the selling stockholders have sole or shared voting power or investment power and any shares of our common stock the selling stockholders have the right to acquire within 60 days. The selling stockholders are described in footnotes (3) through (10) below.

Each selling stockholder may be deemed to be an “underwriter” within the meaning of Section 2(a)(11) of the Securities Act.

Name and Address of Beneficial Owner	Shares of Common Stock Held Prior to this Offering		Shares of Common Stock Being Registered Pursuant to this Prospectus	Shares of Common Stock Held After this Offering ⁽²⁾
	Shares	% ⁽¹⁾		
<i>Euphoria Capital</i> ⁽³⁾	800,000	0.82%	19,078,571 ⁽⁴⁾	0
<i>Vervetria Investments Ltd.</i> ⁽⁵⁾	2,000,000	2.05%	1,000,000	1,000,000
<i>Sunflower Marketing LLC</i> ⁽⁶⁾	2,000,000	2.05%	1,000,000	1,000,000
<i>Dalmasia Ltd</i> ⁽⁷⁾	2,100,000	2.16%	1,125,000	975,000
<i>Pacific Design Studio LLC</i> ⁽⁸⁾	1,949,874	2.0%	1,250,000	699,874
<i>Worldwide Acquisitions LLC</i> ⁽⁹⁾	960,000	0.99%	960,000	0
<i>Craig Horn</i> ⁽¹⁰⁾	500,000	0.51%	500,000	0

(1) The calculation of percentage held is based on 97,427,857 shares of common stock outstanding as of August 28, 2026.

(2) Assumes that all shares of common stock offered by them under this prospectus are sold.

(3) Kervin Pillay has voting and dispositive power over the shares held by Euphoria and may be deemed to be the beneficial owner of such shares. Euphoria’s business address is 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands.

(4) The shares being registered for resale consist of up to 18,278,571 ELOC Shares and 800,000 Commitment Shares. The ELOC Purchase Agreement contains limitations that prevent Euphoria Capital from purchasing shares that would result in the number of shares beneficially owned by it and its affiliates exceeding 4.99% of all of the common stock outstanding at such time or selling shares of our common stock under the ELOC Purchase Agreement, unless we obtain shareholder approval to do so, in excess of Nasdaq’s 19.99% limitation. This limitation does not prevent the selling stockholder from selling shares acquired under the ELOC Purchase Agreement and thereafter acquiring additional shares, subject in each case to the terms and conditions of the ELOC Purchase Agreement.

- (5) On or about June 9, 2026, the Company entered into a service agreement (the “Vervetria Service Agreement”) with Vervetria Investments Ltd. (“Vervetria”), pursuant to which Vervetria agreed to provide strategic advisory, business development, partnership origination, and market-expansion services in connection with the Company’s growth and accelerated deployment within the European Union. The shares were issued as compensation under the service agreement. Andreas Eracleous of Vervetria, has voting and investment control over the shares held by Vervetria and may be deemed to be the beneficial owner of such shares. Mr. Eracleous, however, disclaims any beneficial ownership of the Company’s securities reported herein except to the extent of his pecuniary interest, if any, therein. Except for such service relationship and ownership of the shares, Vervetria has not had any material relationship with the Company within the past three years. The business address of Vervetria is Arch. Makariou III, 214, Ideal Building, Floor 2, Flat/Office 201, 3030, Limassol, Cyprus. The shares being registered for resale in this offering consist solely of 1,000,000 second-tranche shares issued under the service agreement after the Company completed its increase in authorized common stock from 100,000,000 shares to 300,000,000 shares. The first-tranche shares issued under the service agreement were registered in the Company’s prior S-1 and are not included in this offering.
- (6) On or about June 9, 2026, the Company entered into a service agreement (the “Sunflower Service Agreement”) with Sunflower Marketing LLC (“Sunflower”), pursuant to which Sunflower agreed to provide strategic marketing, business development, and market expansion services within the global education vertical. The shares were issued as compensation under the service agreement. Rachel Gabriel of Sunflower, has voting and investment control over the shares held by Sunflower and may be deemed to be the beneficial owner of such shares. Ms. Gabriel, however, disclaims any beneficial ownership of the Company’s securities reported herein except to the extent of her pecuniary interest, if any, therein. Except for such service relationship and ownership of the shares, Sunflower has not had any material relationship with the Company within the past three years. The business address of Sunflower is 43 W. 46th Street, Floor 3, New York, NY 10036. The shares being registered for resale in this offering consist solely of 1,000,000 second-tranche shares issued under the service agreement after the Company completed its increase in authorized common stock from 100,000,000 shares to 300,000,000 shares. The first-tranche shares issued under the service agreement were registered in the Company’s prior S-1 and are not included in this offering.
- (7) On or about June 9, 2026, the Company entered into a service agreement (the “Dalmasia Service Agreement”) with Dalmasia Ltd (“Dalmasia”), pursuant to which Dalmasia agreed to provide strategic advisory, business development, and operational expansion services. The shares were issued as compensation under the service agreement. Andreas Eracleous of Dalmasia, has voting and investment control over the shares held by Dalmasia and may be deemed to be the beneficial owner of such shares. Mr. Eracleous, however, disclaims any beneficial ownership of the Company’s securities reported herein except to the extent of his pecuniary interest, if any, therein. Except for such service relationship and ownership of the shares, Dalmasia has not had any material relationship with the Company within the past three years. The business address of Dalmasia is 214 Arch. Makariou III, IDEAL BUILDING, 2nd Floor, Office 201, Lemesos, Cyprus 3030. The shares being registered for resale in this offering consist solely of 1,125,000 second-tranche shares issued under the service agreement after the Company completed its increase in authorized common stock from 100,000,000 shares to 300,000,000 shares. The first-tranche shares issued under the service agreement were registered in the Company’s prior S-1 and are not included in this offering.
- (8) On or about June 9, 2026, the Company entered into a service agreement (the “Pacific Design Service Agreement”) with Pacific Design Studio LLC (“Pacific Design”), pursuant to which Pacific Design agreed to provide design development, architectural, engineering, and technical drawing services. The shares were issued as compensation under the service agreement. Michael Gardner of Pacific Design, has voting and investment control over the shares held by Pacific Design and may be deemed to be the beneficial owner of such shares. Mr. Gardner, however, disclaims any beneficial ownership of the Company’s securities reported herein except to the extent of his pecuniary interest, if any, therein. Except for such service relationship and ownership of the shares, Pacific Design has not had any material relationship with the Company within the past three years. The business address of Pacific Design is 1879 Whitney Mesa Drive, Henderson, Nevada 89014. The shares being registered for resale in this offering consist solely of 1,250,000 second-tranche shares issued under the service agreement after the Company completed its increase in authorized common stock from 100,000,000 shares to 300,000,000 shares. The first-tranche shares issued under the service agreement were registered in the Company’s prior S-1 and are not included in this offering.
- (9) On or about June 9, 2026, the Company entered into a service agreement (the “Worldwide Acquisitions Service Agreement”) with Worldwide Acquisitions LLC (“Worldwide Acquisitions”), pursuant to which Worldwide Acquisitions agreed to provide strategic advisory, business development, and solutions-architecture services. The shares were issued as compensation under the service agreement. Chris Makarm of Worldwide Acquisitions, has voting and investment control over the shares held by Worldwide Acquisitions and may be deemed to be the beneficial owner of such shares. Mr. Makarm, however, disclaims any beneficial ownership of the Company’s securities reported herein except to the extent of his pecuniary interest, if any, therein. Except for such service relationship and ownership of the shares, Worldwide Acquisitions has not had any material relationship with the Company within the past three years. The business address of Worldwide Acquisitions is 550 Mary Esther Cut Off NW, Suite 1, Fort Walton Beach, FL 32548. The shares being registered for resale in this offering consist solely of 960,000 second-tranche shares issued under the service agreement after the Company completed its increase in authorized common stock from 100,000,000 shares to 300,000,000 shares. The first-tranche shares issued under the service agreement were registered in the Company’s prior S-1 and are not included in this offering.
- (10) On August 13, 2026, the Company entered into a Securities Purchase Agreement with Craig Horn, pursuant to which the Company agreed to issue and sell 500,000 shares of common stock at \$1.00 per share. The agreement provides Mr. Horn with piggyback registration rights. Mr. Horn’s mailing address is 3461 Augusta National Dr. S, Salem OR 97302.

THE ELOC PURCHASE AGREEMENT

On August 27, 2026, we entered into the Equity Purchase Agreement, effective as of August 26, 2026, with Euphoria Capital (the “Investor”), pursuant to which we have the right, but not the obligation, to direct the Investor to purchase up to \$100,000,000 of ELOC Shares from time to time during the 24 months after the date of the ELOC Purchase Agreement (the “Commitment Period”). The Commitment Period ends on the earliest of the date on which the Investor has purchased up to \$100,000,000 ELOC Shares (the “Maximum Commitment Amount”), 24 months after the date of the ELOC Purchase Agreement, or 45 days after written notice of termination by the Company to the Investor. The Investor has no right to require us to deliver any put notice or sell any ELOC Shares.

The actual sale of ELOC Shares, if any, will depend on market conditions, the trading price of our common stock, our financing needs, and our determination of the appropriate sources of funding for our operations. The amount of net proceeds we may receive cannot be determined at this time because it will depend on the frequency and prices at which we sell ELOC Shares, our ability to satisfy the conditions in the ELOC Purchase Agreement, and the other limitations, terms, and conditions of that agreement.

Purchase of ELOC Shares

At any time during the Commitment Period, subject to the terms and conditions of the ELOC Purchase Agreement, we may deliver a written put notice to the Investor by email directing the Investor to purchase ELOC Shares. The maximum number of ELOC Shares on any business day that may included in any put notice is the lesser of (i) the number of shares equal to \$25,000,000 divided by the closing price of our common stock on Nasdaq on the trading Day immediately preceding the Put Date (as defined in the ELOC Purchase Agreement) and (ii) 20% of the average daily trading volume on that preceding trading day. We may submit a put notice as frequently as every business day, provided that each previous put notice has been fully settled.

The purchase price for the ELOC Shares covered by each put notice will equal 97% of the average VWAPs of our common stock during the three consecutive trading days immediately following the applicable Put Date (the “Valuation Period”); if a put notice is delivered before 8:30 a.m., New York City time, on a Put Date, the Valuation Period begins on and includes that Put Date. The closing for each purchase of ELOC Shares will occur within two trading days after the end of the Valuation Period, and the Investor will pay the resulting purchase price by wire transfer of immediately available funds.

Conditions to Delivery of Put Notice

Our ability to deliver Put Notices is subject to, among other things, the following conditions:

- The Registration Statement and any amendment or supplement must remain effective for the resale of the ELOC Shares and Commitment Shares, with no stop order, suspension, or withdrawal of effectiveness.
- Our representations and warranties must be true and correct in all material respects, and we must have performed our material covenants and obligations under the ELOC Purchase Agreement.
- No injunction, material adverse effect, trading suspension, market halt, delisting, or other event may prohibit or materially adversely affect the transactions, and the issuance must not violate applicable Nasdaq shareholder-approval requirements.
- The purchase must comply with the 4.99% Beneficial Ownership Limitation and the Exchange Cap, the common stock must be DWAC Eligible and free of a DTC chill, required SEC filings must be current, and we must have reserved the required shares.
- The common stock must not be a penny stock, bankruptcy proceedings must not have been instituted by or against us or our subsidiaries, and the Investor must have received an officer’s certificate confirming satisfaction of the closing conditions.

Consideration

As consideration for the Investor's execution and delivery of, and performance under, the ELOC Purchase Agreement, we issued 800,000 shares of common stock to Investor as Commitment Shares. The Commitment Shares were fully earned as of the execution date and their issuance was not contingent upon the effectiveness of the Registration Statement, the delivery of any Put Notice, or any other event or condition.

Beneficial Ownership Limitation and Exchange Cap

At any time, the Investor may not purchase ELOC Shares that, when aggregated with shares of common stock it beneficially owns or is deemed to beneficially own, would result in it owning more than 4.99% of the common stock outstanding immediately after giving effect to the applicable issuance. In addition, we may not issue or sell ELOC Shares under the ELOC Purchase Agreement in excess of 18,278,571 shares, and the Investor is not obligated to purchase shares in excess of that amount, until we obtain the shareholder approval required by Nasdaq Rule 5635(d). The Commitment Shares are aggregated with the ELOC Shares for purposes of the applicable limitations.

Registration of Shares

In connection with the ELOC Purchase Agreement, we entered into a Registration Rights Agreement with the Investor on August 27, 2026, effective as of August 26, 2026. The Registration Rights Agreement requires us to file an initial registration statement within 30 calendar days after its date covering the maximum number of ELOC Shares and Commitment Shares permitted under applicable SEC rules and our authorized shares pool. We must use reasonable commercial efforts to have that registration statement declared effective within 90 calendar days after its date and keep it effective until Investor has sold all Registrable Securities and Maximum Commitment Amount has been drawn down, subject to the terms of the Registration Rights Agreement. If the shares registered are insufficient, we must file an amendment or new registration statement as soon as practicable, subject to applicable SEC limitations.

Termination of the ELOC Purchase Agreement

The ELOC Purchase Agreement will terminate automatically at the end of the Commitment Period, which is the earliest of (i) the date on which the Investor has purchased ELOC Shares equal to the \$100,000,000 Maximum Commitment Amount, (ii) 24 months after August 26, 2026, or (iii) 45 days after written notice of termination by us. The agreement also permits termination upon specified events, including a suspension or delisting of our common stock, the unlawfulness of a material obligation, or a market disruption event. A termination will not affect a put notice that has not been fully settled, and the Commitment Shares already issued remain fully earned.

Alternative Financings

The ELOC Purchase Agreement expressly permits us to pursue and consummate alternative financing transactions, including registered offerings, private placements, rights offerings, at-the-market financings, convertible note offerings, and bank loans, without requiring the Investor's consent. Accordingly, the agreement does not prohibit us from entering into other equity lines or financings during its term, although any such transaction remains subject to applicable law and our obligations under the ELOC Purchase Agreement.

Dilutive Effect

The ELOC Shares and Commitment Shares registered in this offering are expected to be freely tradable. We control the timing and amount of any put notice and may ultimately sell all, some, or none of the ELOC Shares available under the ELOC Purchase Agreement. If we sell a substantial number of ELOC Shares to the Investor, or if investor expect that we will do so, the sales or the mere existence of the ELOC Purchase Agreement could cause the market price of our common stock to decline and become more volatile and could make it more difficult for us to raise capital on favorable terms. Any ELOC Shares issued above the 18,278,571-share Exchange Cap or above the number registered hereby would require the applicable shareholder approval or an additional registration statement.

The ELOC Shares and Commitment Shares were or will be offered and sold to Euphoria Capital in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act. The foregoing summary of the ELOC Purchase Agreement is qualified in its entirety by reference to the full text of the ELOC Purchase Agreement and the Registration Rights Agreement filed as exhibits to the Registration Statement.

PLAN OF DISTRIBUTION

The selling stockholders, which, as used herein, includes donees, pledgees, transferees or other successors-in-interest selling shares of common stock or interests in shares of common stock received after the date of this prospectus from a selling stockholder as a gift, pledge, partnership distribution or other transfer, may, from time to time, sell, transfer or otherwise dispose of any or all of their shares of common stock or interests in shares of common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices.

The selling stockholders may use any one or more of the following methods when disposing of shares or interests therein:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent, but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales effected after the date the registration statement of which this prospectus is a part is declared effective by the SEC;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted by applicable law.

The selling stockholders may, from time to time, pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock, from time to time, under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act, amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

In connection with the sale of our common stock or interests therein, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The selling stockholders may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The aggregate proceeds to the selling stockholders from the sale of the common stock offered by them will be the purchase price of the common stock less discounts or commissions, if any. Each of the selling stockholders reserves the right to accept and, together with their agents from time to time, to reject, in whole or in part, any proposed purchase of common stock to be made directly or through agents. We will not receive any proceeds from the resale of shares under this prospectus; however, we may receive proceeds from sales of ELOC Shares to Euphoria Capital under the ELOC Purchase Agreement, as described under “Use of Proceeds.”

The selling stockholders also may resell all or a portion of the shares in open market transactions in reliance upon Rule 144 under the Securities Act, provided that they meet the criteria and conform to the requirements of that rule.

The selling stockholders and any underwriters, broker-dealers or agents that participate in the sale of the common stock or interests therein may be “underwriters” within the meaning of Section 2(11) of the Securities Act. Any discounts, commissions, concessions or profit they earn on any resale of the shares may be underwriting discounts and commissions under the Securities Act. Selling stockholders who are “underwriters” within the meaning of Section 2(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act.

To the extent required, the shares of our common stock to be sold, the names of the selling stockholders, the respective purchase prices and public offering prices, the names of any agent, dealer or underwriter, and any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.

In order to comply with the securities laws of some states, if applicable, the common stock may be sold in these jurisdictions only through registered or licensed brokers or dealers. In addition, in some states the common stock may not be sold unless it has been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

We have advised the selling stockholders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares in the market and to the activities of the selling stockholders and their affiliates. In addition, to the extent applicable, we will make copies of this prospectus (as it may be supplemented or amended from time to time) available to the selling stockholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling stockholders may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

We have agreed to indemnify the selling stockholders against liabilities, including liabilities under the Securities Act and state securities laws, relating to the registration of the shares offered by this prospectus.

We have agreed with the selling stockholders to use commercially reasonable efforts to cause the registration statement to become effective of which this prospectus constitutes a part effective and to remain continuously effective until the earlier of (1) such time as all of the shares covered by this prospectus have been disposed of pursuant to and in accordance with such registration statement or (2) the date on which all of the shares may be sold without restriction pursuant to Rule 144 of the Securities Act.

DESCRIPTION OF SECURITIES

Common Stock

Our authorized common stock consists of 300,000,000 shares of common stock. As of the date of this Prospectus, there are 97,427,857 shares of common stock issued and outstanding.

On June 16, 2026, stockholders holding a majority of our voting power approved the filing of a Certificate of Amendment to increase the number of authorized common stock from 100,000,000 to 300,000,000 shares of common stock. We filed a Preliminary Information Statement on Schedule 14C with the SEC on June 18, 2026, relating to this amendment. The Certificate of Amendment has become legally effective, and our authorized capital stock now consists of 300,000,000 shares of common stock. The shares of common stock being offered in this prospectus are fully covered by our authorized share pool.

Holders of our common stock are entitled to one vote for each share held of record on all matters submitted to a vote of the stockholders and have cumulative voting rights in the election of directors as provided under Nevada Revised Statutes Section 78.360. All outstanding shares of common stock are fully paid and non-assessable as provided under Nevada Revised Statutes Section 78.211, and the shares of common stock to be issued upon completion of this offering will be fully paid and nonassessable. There is no redemption or sinking fund provisions applicable to the common stock. In the event of any liquidation, dissolution or winding-up of our affairs pursuant to Nevada Revised Statutes Chapter 78, holders of common stock will be entitled to share ratably in any of our assets remaining after payment or provision for payment of all of our debts and obligations and after liquidation payments to holders of outstanding shares of preferred stock, if any, in accordance with their respective rights and preferences.

Series B Preferred Stock

In August 2024, the Company established a Series B Preferred Stock (the “Series B Preferred”) and authorized an aggregate of 20,000,000 shares with a par value of \$0.001 per share. As of August 28, 2026, 3,943 shares of Series B Preferred Stock are issued and outstanding. Shares of Series B Preferred Stock have no voting rights and convert into 1 share of common stock of the Company for each share of Series B Stock at the sole discretion of the Board of Directors.

Series C Preferred Stock

In November 2025, the Company established a Series C Super Voting Preferred Stock (the “Series C Preferred”) and authorized an aggregate of 100,000 shares with a par value of \$0.001 per share. As of August 28, 2026, 100,000 shares of Series C Preferred are issued and outstanding. All shares of Series C Preferred are owned by SSO, LLC, which is controlled by the Company’s Chief Executive Officer. The Series C Preferred Stock have no conversion rights and have voting rights equal to 1,000 votes per 1 share of Series C Preferred Stock.

Dividends

It is our present intention not to pay any cash dividends in the foreseeable future, but rather to reinvest earnings, if any, in our business operations.

Anti-Takeover Effects of Certain Provisions of Our Certificate of Incorporation and Bylaws to Be in Effect Upon the Completion of This Offering Undesignated Preferred Stock

As discussed above, our board of directors will have the ability to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to acquire control of us. These and other provisions may have the effect of deterring hostile takeovers or delaying changes in control or management.

Board Classification

Our articles of incorporation, which will be in effect upon the completion of this offering, will provide for a board of directors comprised of three classes of directors, with each class serving a three-year term beginning and ending in different years than those of the other two classes. Only one class of directors will be elected at each annual meeting of our stockholders, with the other classes continuing for the remainder of their respective three-year terms.

Differences in Corporate Law Resulting from Our Reincorporation in Nevada

On October 3, 2025, we converted our Delaware incorporation and reincorporated in Nevada. Pursuant to that reincorporation, the rights of our stockholders are governed by the NRS and our Nevada Articles of Incorporation and Bylaws. Nevada law provides a strong statutory business-judgment presumption and broader liability protections for directors and officers than Delaware in several respects, which may make it more difficult for stockholders to prevail in litigation against our directors and officers. Nevada’s decisional law is also less developed than Delaware’s, which could increase uncertainty in the application of corporate law to our affairs. See “Risk Factors-Our reincorporation in Nevada will change the rights of our stockholders and may increase legal uncertainty.”

Our Nevada Articles of Incorporation and Bylaws provide for the exculpation of and indemnification to directors and officers to the fullest extent permitted under the Nevada Revised Statutes (NRS), thereby affording robust protection mechanisms consistent with Nevada law. Cross-references to these provisions may be found in Part II, “Indemnification of Directors and Officers,” and Article VI of the Bylaws. With respect to stockholder rights and corporate records, material differences exist between Nevada and Delaware law, particularly concerning inspection rights and internal affairs doctrine; notably, recent 2025 amendments to the Delaware General Corporation Law (DGCL) have narrowed stockholder books-and-records rights and introduced retroactive limitations, while Nevada maintains a distinct statutory and case law framework. On matters of corporate governance, unless explicitly stated otherwise in the Nevada Articles, cumulative voting shall not apply, and our governing documents expressly disallow cumulative voting-requiring conforming amendments to the Bylaws. Additionally, we have designated Nevada courts as the exclusive forum for all internal corporate claims, and federal courts for claims arising under the Securities Act of 1933, subject to applicable enforceability limitations.

Action by Written Consent; Special Meetings of Stockholders

Our articles of incorporation provide that, from and after the date our current Chief Executive Officer ceases to beneficially own at least 40% of the voting power of our outstanding common stock (the “Trigger Date”), our stockholders may not act by written consent, which may lengthen the amount of time required to take stockholder actions. As a result, following the Trigger Date, a holder controlling a majority of our common stock would not be able to amend our bylaws or remove directors without holding a meeting of our stockholders called in accordance with our bylaws. In addition, our articles of incorporation provide that, from and after the Trigger Date, special meetings of the stockholders may be called by the chairperson of our board of directors, our Chief Executive Officer, our board of directors, or by stockholders representing at least 10% of the voting power as permitted under NRS 78.310. Following the Trigger Date, stockholders may not call a special meeting of stockholders, which may delay the ability of our stockholders to force consideration of a proposal or for holders controlling a majority of our common stock to take any action, including the removal of directors.

Advance Notice Procedures

Our bylaws establish advance notice procedures with respect to stockholder proposals and stockholder nomination of candidates for election as directors. These provisions may have the effect of precluding the conduct of certain business at a meeting if the proper procedures are not followed. These provisions may also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer’s own slate of directors or otherwise attempting to obtain control of us.

Removal of Directors; Vacancies

Our articles of incorporation provide that directors may be removed from office, with or without cause, by the affirmative vote of stockholders holding at least two-thirds of the voting power of our outstanding common stock, consistent with NRS 78.335. Prior to the Trigger Date, directors may be removed with or without cause by the affirmative vote of at least a majority of the voting power of our outstanding common stock.

No Cumulative Voting

Because our stockholders will not have cumulative voting rights, stockholders holding a majority of the voting power of the common stock outstanding will be able to elect all of our directors. The absence of cumulative voting makes it more difficult for a minority stockholder to nominate and elect a director to our board of directors in order to influence our board of directors' decision regarding a takeover or otherwise.

Amendment of Charter and Bylaw Provisions

Our articles of incorporation provide that, following the Trigger Date, the amendment of certain of the provisions of our certificate of incorporation described in this prospectus will require approval by holders of at least two-thirds of the voting power of our outstanding common stock. Our articles of incorporation provide that our board of directors may from time to time adopt, amend, alter, or repeal our bylaws without stockholder approval. The stockholders may adopt, amend, alter, or repeal our bylaws by the affirmative vote of a majority of the voting power of our outstanding common stock (other than certain specified bylaws which, following the Trigger Date, will require the affirmative vote of two-thirds of our outstanding common stock).

The combination of these provisions will make it more difficult for another party to obtain control of us by replacing our board of directors. Because our board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult for another party to effect a change in management.

These provisions are intended to enhance the likelihood of continued stability in the composition of our board of directors and its policies and to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to reduce our vulnerability to hostile takeovers and to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for our shares and may have the effect of delaying changes in our control or management.

Choice of Forum

Our Amended and Restated Bylaws provide that the state courts of Nevada will be the exclusive forum for: (i) any derivative action or proceeding brought on our behalf; (ii) any action asserting a breach of fiduciary duty; (iii) any action asserting a claim against us arising under the Nevada Revised Statutes; (iv) any action regarding our articles of incorporation or our bylaws; or (v) any action asserting a claim against us that is governed by the internal affairs doctrine. This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the U.S. federal courts have exclusive jurisdiction. These provisions will provide that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States will be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act, subject to and contingent upon a final adjudication in the State of Nevada of the enforceability of such exclusive-forum provision. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock will be deemed to have notice of, and consented to, the forum provisions in our Amended and Restated Bylaws. However, it is possible that a court could find our forum selection provisions to be inapplicable or unenforceable.

Limitations on Liability and Indemnification of Officers and Directors

The Nevada Revised Statutes authorize corporations to limit or eliminate the personal liability of directors or officers to corporations and their stockholders for monetary damages for breaches of directors' or officers' fiduciary duties, subject to certain exceptions. Our articles of incorporation include a provision that eliminates the personal liability of directors and officers for monetary damages for any breach of fiduciary duty as a director or officer, respectively, except to the extent such exemption from liability or limitation thereof is not permitted under the Nevada Revised Statutes. The effect of these provisions will be to eliminate the rights of us and our stockholders, through stockholders' derivative suits on our behalf, to recover monetary damages from a director or officer for breach of fiduciary duty as a director or officer, respectively, including breaches resulting from grossly negligent behavior. However, exculpation will not apply to any director or officer if the director or officer has acted in bad faith, knowingly or intentionally violated the law, authorized illegal dividends or redemptions, or derived an improper benefit from his or her actions as a director or officer.

Our bylaws provide that we must indemnify and advance expenses to our directors and officers to the fullest extent authorized by the Nevada Revised Statutes. We also will be expressly authorized to carry directors' and officers' liability insurance providing indemnification for our directors, officers, and certain employees for some liabilities. We believe that these indemnification and advancement provisions and insurance will be useful to attract and retain qualified directors and officers.

The limitation of liability, indemnification, and advancement provisions that will be included in our articles of incorporation and bylaws may discourage stockholders from bringing a lawsuit against directors for breaches of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. In addition, your investment may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

There is currently no pending material litigation or proceeding involving any of our directors, officers, or employees for which indemnification is sought.

Warrants and Options

The Company currently has 405,162 warrants to purchase common stock at a price of \$4.32 with a cashless exercise, 7,700,000 warrants to purchase common stock at a price of \$2.45 per share and 385,000 warrants to purchase common stock at a price of \$2.695 with no cashless exercise.

Transfer Agent and Registrar

Our transfer agent is VStock Transfer, LLC with an address of 18 Lafayette Place, Woodmere, NY 11598, and a phone number of (212) 828-8436.

LEGAL MATTERS

The validity of the shares registered by us under this prospectus will be passed upon for us by Sichenzia Ross Ference Carmel LLP.

EXPERTS

The consolidated financial statements of VenHub Global, Inc. as of and for the year ended December 31, 2024, incorporated by reference in this prospectus, have been audited by Rosenberg Rich Baker Berman, P.A., an independent registered public accounting firm, as stated in their report, which includes an explanatory paragraph as to the Company's ability to continue as a going concern, and are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements of VenHub Global, Inc. as of and for the year ended December 31, 2025, incorporated by reference in this prospectus, have been audited by Bush & Associates CPA LLC, an independent registered public accounting firm, as stated in their report, which includes an explanatory paragraph as to the Company's ability to continue as a going concern, and are incorporated by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

CHANGES IN INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

On May 9, 2025, we received notice from Rosenberg Rich Baker Berman, P.A. ("RRBB") our independent registered public accounting firm, that they no longer will be our auditors moving forward for 2025.

RRBB's report of independent registered public accounting firm dated March 28, 2025, except for the effects of the restatement and revisions discussed in Note 2 to the consolidated financial statements to which the date is September 9, 2025, on the VenHub Global Inc.'s consolidated balance sheet as of December 31, 2024 and the related consolidated statements of operations, stockholders' equity, and cash flows for the year ended December 31, 2024, and the related notes collectively referred to as the financial statements, did not contain any adverse opinion or disclaimer of opinion, and were not qualified or modified as to uncertainties, audit scope or accounting principles, except for an explanatory paragraph in such report regarding substantial doubt about our ability to continue as a going concern.

During the period from January 31, 2023 (VenHub Global Inc.'s inception) through December 31, 2024 and the subsequent interim period through May 9, 2025, there were no "disagreements" (as such term is defined in Item 304(a)(1)(iv) of Regulation S-K) with RRBB on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedures, which disagreements, if not resolved to the satisfaction of RRBB, would have caused RRBB to make reference thereto in its reports on VenHub Global Inc.'s financial statements for such periods. During the period from January 31, 2023 (VenHub Global Inc.'s inception) through December 31, 2024 and the subsequent interim period through May 9, 2025, there have been no "reportable events" (as such term is defined in Item 304(a)(1)(v) of Regulation S-K).

We have provided RRBB with a copy of the foregoing disclosures and requested that RRBB furnish us with a letter addressed to the SEC stating whether it agrees with the above statements and, if not, stating the respects in which it does not agree. A copy of the letter from RRBB dated September 30, 2025, is filed as Exhibit 16.1 to the registration statement of which this prospectus forms a part.

On May 20, 2025, the Company approved the engagement of Bush & Associates CPA LLC ("Bush") as our independent registered public accounting firm, effective upon the Auditor Change Effective Date. During the period from January 31, 2023 (VenHub Global Inc.'s inception) through December 31, 2024 and the subsequent interim period through May 9, 2025, neither we, nor anyone acting on our behalf, consulted with Bush regarding the application of accounting principles to a specified transaction (either completed or proposed), the type of audit opinion that might be rendered on our financial statements, or any matter that was either the subject of a "disagreement," as defined in Item 304(a)(1)(iv) of Regulation S-K, or a "reportable event," as defined in Item 304(a)(1)(v) of Regulation S-K.

INCORPORATION BY REFERENCE

The SEC allows us to “incorporate by reference” information into this prospectus, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus, and subsequent information that we file with the SEC will automatically update and supersede that information. Any statement contained in this prospectus or a previously filed document incorporated by reference will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or a subsequently filed document incorporated by reference modifies or replaces that statement.

This prospectus and any accompanying prospectus supplement incorporate by reference the documents set forth below that have previously been filed with the SEC:

- Our Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2025, filed with the SEC on March 24, 2026;
- our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2026 and June 30, 2026, filed with the SEC on [May 12, 2026](#) and [August 12, 2026](#), respectively;
- Our Current Reports on Form 8-K filed with the SEC on [February 12, 2026](#), [February 24, 2026](#), [May 5, 2026](#), [May 21, 2026](#), [June 9, 2026](#), [July 29, 2026](#), and [September 2, 2026](#) (other than any portions thereof deemed furnished and not filed);
- Our [Definitive Information Statement](#), filed with the SEC on July 7, 2026; and
- The description of our common stock which is registered under Section 12 of the Exchange Act, in our registration statement [Form 8-A](#), filed on January 27, 2026, including any amendment or reports filed for the purposes of updating this description.

We also incorporate by reference into this prospectus all documents (other than current reports furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits filed on such form that are related to such items) that are filed by us with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of the initial registration statement of which this prospectus is a part and prior to the effectiveness of such registration statement and all documents that are filed by us with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus but prior to the termination of the offering. These documents include periodic reports, such as Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, as well as proxy statements.

Any statement contained herein or in a document incorporated or deemed to be incorporated by reference into this document will be deemed to be modified or superseded for purposes of the document to the extent that a statement contained in this document or any other subsequently filed document that is deemed to be incorporated by reference into this document modifies or supersedes the statement. We will provide, without charge, to each person, including any beneficial owner, to whom a copy of this prospectus is delivered, upon written or oral request of such person, a copy of any or all of the documents incorporated by reference in this prospectus, other than exhibits to such documents unless such exhibits are specifically incorporated by reference into such documents. Requests may be made in writing or by telephone at VenHub Global, Inc., 5360 Procyon Street, Las Vegas, NV 89118. Our telephone number is (888) 585-4999.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act for the securities offered by this prospectus. This prospectus does not contain all of the information in the Registration Statement and the exhibits and schedule that were filed with the registration statement. For further information with respect to us and our securities, we refer you to the registration statement and the exhibits and schedule that were filed with the registration statement. Statements contained in this prospectus about the contents of any contract or any other document that is filed as an exhibit to the registration statement are not necessarily complete, and we refer you to the full text of the contract or other document filed as an exhibit to the registration statement. The SEC maintains a website that contains reports, proxy and information statements, and other information regarding registrants that file electronically with the SEC. The address of the website is www.sec.gov.

We file periodic reports under the Exchange Act, including annual quarterly and special reports, and other information with the SEC. These periodic reports and other information are available for inspection and copying on the website of the SEC referred to above. We make available free of charge on or through our internet website our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. The information found on our website is not part of this prospectus.



VENHUB GLOBAL, INC.

24,913,571 shares of common stock

Prospectus

, 2026

PART II - INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth estimated expenses expected to be incurred in connection with the issuance and distribution of the securities being registered. We will pay all such expenses.

Securities and Exchange Commission Registration Fee	\$	2,907
Audit Fees and Expenses	\$	2,500
Legal Fees and Expenses	\$	50,000
Transfer Agent and Registrar Fees and Expenses	\$	1,000
Miscellaneous Expenses	\$	500
Total	\$	<u>56,907</u>

* Estimate Only

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Under NRS 78.138(7), unless otherwise provided in a corporation's Articles of Incorporation, directors and officers are generally not individually liable to the corporation, its stockholders or creditors for damages resulting from an act or failure to act in their capacities as directors or officers. The Company's Articles of Incorporation do not contain any provision imposing greater individual liability on its directors or officers than is provided under Nevada law. Accordingly, the Company's directors and officers are generally protected from monetary liability, except where it is proven that:

- a. acts or omissions which involve intentional misconduct, fraud or a knowing violation of law;
- b. a violation of criminal law unless the director had reasonable cause to believe that his or her conduct was lawful or no reasonable cause to believe that his or her conduct was unlawful;
- c. a transaction from which the director derived an improper personal profit; and
- d. willful misconduct.

The Articles of Incorporation provide that the Company will indemnify its officer, director, legal representative, and persons serving at the request of the Company as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise to the fullest extent legally permissible under Nevada Revised Statutes (NRS) Chapter 78, particularly NRS 78.7502, against all expenses, liability and loss (including attorney's fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by that person as a result of that connection to the Company. This right of indemnification under the Articles is a contract right, which may be enforced in any manner by such person and extends for such persons benefit to all actions undertaken in good faith on behalf of the Company.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES

During the period from August 28, 2023 through August 28, 2026, (the “Reporting Period”), we issued the following unregistered securities. Unless otherwise indicated, share amounts are presented on an as-issued basis.

Issuances for Services Rendered (Section 4(a)(2))

From August 28, 2023 through August 28, 2026, we issued an aggregate of 21,008,321 shares of common stock to consultants and other service providers as consideration for bona fide services (the “SR Issuances”).

These issuances were made in reliance on Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), as transactions not involving a public offering. Each recipient represented investment intent, had access to information necessary to make an informed investment decision, and was sophisticated within the meaning of the federal securities laws. No general solicitation or general advertising was used. The shares are “restricted securities” under Rule 144; appropriate restrictive legends and stop-transfer instructions were, or will be, applied.

Private Placements for Cash (Rule 506(b))

In June 2025, we completed a private placement of Units, each Unit consisting of two (2) shares of common stock and one (1) warrant to purchase one share of common stock. We sold 405,162 Units at \$8.64 per Unit for gross proceeds of \$3,500,000. The accompanying warrants carry a \$4.32 per-share exercise price and are otherwise on customary private-placement terms. In total, the Unit sale resulted in the issuance of 810,184 shares of common stock and 405,162 warrants.

These sales were made in reliance on Rule 506(b) of Regulation D. We did not use general solicitation or advertising. All purchasers were (or were represented to be) accredited investors within the meaning of Rule 501(a). Each purchaser represented investment intent and was afforded access to information necessary to make an informed investment decision. Certificates or book-entry statements bear appropriate restrictive legends, and stop-transfer instructions were issued. We have filed or will file a Form D and make any required state notice filings.

Use of proceeds: All cash proceeds from this financing were used to purchase parts and accessories for VenHub Smartstore testing and units for sale, also including capital, operating, research and development expenses, consistent with our financial statement disclosures.

February 2026 Private Placement (Section 4(a)(2) / Rule 506)

On February 10, 2026, we entered into a securities purchase agreement with an institutional investor for the sale of 7,700,000 shares of common stock at \$2.45 per share and warrants to purchase up to 7,700,000 additional shares of common stock at an exercise price of \$2.45 per share, for aggregate gross proceeds of \$18,865,000. The offering closed on February 12, 2026. In connection with the offering, we issued warrants to purchase 385,000 shares of common stock to A.G.P./Alliance Global Partners, as placement agent, at an exercise price of \$2.695 per share. These securities were issued in reliance on Section 4(a)(2) of the Securities Act and/or Rule 506 of Regulation D promulgated thereunder; no general solicitation or general advertising was used, and appropriate restrictive legends and stop-transfer instructions were applied.

Issuance Pursuant to Settlement with TGAA (Section 4(a)(2))

On May 15, 2025, we issued 3,462,375 shares of common stock to the TGAA parties in connection with a settlement agreement (the “TGAA Settlement”). Under that agreement, the TGAA parties agreed to forfeit 100,000 shares to treasury upon a direct listing of our common stock, resulting in 3,362,375 shares held by the TGAA parties upon listing. These securities were issued in reliance on Section 4(a)(2) of the Securities Act; no fairness hearing occurred. No general solicitation or general advertising was used. Certificates or book-entry statements bear appropriate restrictive legends, and the shares are subject to transfer restrictions.

Convertible Note Extension

On January 2, 2026, the Company entered into an agreement with certain noteholders to extend the maturity date of the notes to March 31, 2026. In consideration for the extension, the Company issued an aggregate of 2,000,000 shares of its common stock to the noteholders.

Regulation CF - Series B Preferred

Beginning in April 2024, we conducted a Regulation CF offering of our Series B Preferred Stock, under which we sold 675,015 shares of Series B Preferred for aggregate proceeds of \$2,735,670.99 at an average price of \$4.05 per share. Prior to receiving payment, 3,943 of those shares were issued, for which the Company never received payment. The Series B Preferred converts into common stock on a 1:1 basis on November 14, 2025 (conversion solely for illustration of potential dilution; the sales reported here were the unregistered Reg CF sales of preferred shares).

Use of proceeds: Amounts raised under Regulation CF were used to purchase parts and accessories for VenHub Smartstore testing and units for sale including capital, operating, and research and development expenses.

ELOC Transaction. On August 27, 2026, we entered into an Equity Purchase Agreement, effective as of August 26, 2026, (the “ELOC Purchase Agreement”) with Euphoria Capital (“Euphoria”), pursuant to which Euphoria committed to purchase from us, at our discretion, up to \$100,000,000 of shares of our common stock during a 24-month commitment period. The purchase price for shares sold under the ELOC Purchase Agreement is 97% of the average volume-weighted average prices (“VWAPS”) of our common stock during a valuation period of three consecutive Trading Days. We issued 800,000 shares of common stock to Euphoria as commitment shares. The ELOC Purchase Agreement includes a 4.99% beneficial ownership limitation and an Exchange Cap of 18,278,571 shares unless we obtain shareholder approval under Nasdaq Rule 5635(d).

Securities Purchase Agreement. On August 13, 2026, we entered into a Securities Purchase Agreement with Craig Horn for the issuance and sale of 500,000 shares of our common stock at \$1.00 per share. The agreement provides Mr. Horn with piggyback registration rights.

Second Tranche of Service Agreement Issuances. Following the increase in our authorized common stock from 100,000,000 to 300,000,000 shares on July 28, 2026, we issued shares under certain service agreements: 1,000,000 shares to Vervetria Investments Ltd., 1,000,000 shares to Sunflower Marketing LLC, 1,125,000 shares to Dalmasia Ltd., 1,250,000 shares to Pacific Design Studio LLC, and 960,000 shares to Worldwide Acquisitions LLC.

Other Private Placements for Cash. In January 2024, we issued 14,000 shares of common stock to an investor for aggregate cash consideration of \$35,000. In April 2024, we issued 35,524 shares of common stock to an investor for aggregate cash consideration of \$200,000. In July 2024, we issued an additional 30,211 shares of common stock to the same investor for aggregate cash consideration of \$300,000. In January 2026, we issued 8,334 shares of common stock to an investor for aggregate cash consideration of \$100,008 and 16,667 shares of common stock to another investor for aggregate cash consideration of \$200,004.

The foregoing transactions resulted in the issuance of an aggregate of 104,736 shares of common stock for aggregate gross proceeds of \$835,012. The securities were issued in transactions exempt from registration under the Securities Act pursuant to Section 4(a)(2) and/or Regulation D, as applicable, and were issued as restricted securities.

Additional Information Applicable to All Unregistered Sales

Except as described above, no underwriters were involved in the foregoing transactions, and no underwriting discounts or commissions were paid by us (other than any ordinary 506(b) placement-agent compensation, if applicable, which would be disclosed in our financial statements or a subsequent amendment). The foregoing offers and sales were made without registration under the Securities Act, and the securities may not be offered or sold in the United States absent registration or an applicable exemption from registration. We believe the above transactions were exempt from registration as noted, did not involve a public offering, and were conducted in compliance with applicable state securities (“blue sky”) laws.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Exhibits

See the Exhibit Index List below, which is incorporated by reference herein.

Exhibit Number	Description	Date Filed
3.1	Articles of Incorporation for Autonomous Solutions, Inc.	Form S-1 Filed October 3, 2025
3.2	Amended and Restated Bylaws of VenHub Global, Inc.	Form S-1 Filed October 3, 2025
3.3	Articles of Amendment for Autonomous Solutions, Inc. as filed with Wyoming February 24, 2023	Form S-1 Filed October 3, 2025
3.4	Certificate of Conversion for VenHub Global, Inc. as filed with Delaware on August 15, 2024	Form S-1 Filed October 3, 2025
3.5	Certificate of Amendment for VenHub Global, Inc. as filed with Delaware on November 22, 2024	Form S-1 Filed October 3, 2025
3.6	Articles of Conversion for VenHub Global, Inc. as filed with Nevada on October 3, 2025	Form S-1 Filed March 24, 2026
3.7	Certificate of Amendment to the Articles of Incorporation of VenHub Global, Inc.	Schedule 14C Filed June 18, 2026
4.1	Form of Common Warrant	Form 8-K, Filed February 12, 2026
4.2	Form of Agents Warrant	Form 8-K Filed February 12, 2026
5.1**	Opinion of Sichenzia Ross Ference Carmel LLP	
10.1	Lease Agreement between Nettleton Trust and VenHub Global, Inc. for premises located in Pasadena, CA	Form S-1 Filed October 3, 2025
10.2	Lease Agreement between Nettleton Trust and VenHub Global, Inc. for premises located in Las Vegas, NV	Form S-1 Filed October 3, 2025
10.3	Employment Agreement of Chief Executive Officer	Form S-1 Filed October 3, 2025
10.4	Employment Agreement of President	Form S-1 Filed October 3, 2025
10.5	Employment Agreement of Chief Financial Officer	Form S-1 Filed October 3, 2025
10.6	Form of Securities Purchase Agreement	Form 8-K Filed February 12, 2026
10.7	Service Agreement, dated June 9, 2026, between VenHub Global, Inc. and Vervetria Investments Ltd.	Form S-1/A Filed July 1, 2026
10.8	Service Agreement, dated June 9, 2026, between VenHub Global, Inc. and Sunflower Marketing LLC	Form S-1/A Filed July 1, 2026
10.9	Service Agreement, dated June 9, 2026, between VenHub Global, Inc. and Dalmasia Ltd.	Form S-1/A Filed July 1, 2026
10.10	Service Agreement, dated June 9, 2026, between VenHub Global, Inc. and Pacific Design Studio LLC	Form S-1/A Filed July 1, 2026
10.11	Service Agreement, dated June 9, 2026, between VenHub Global, Inc. and Worldwide Acquisitions LLC	Form S-1/A Filed July 1, 2026
10.12	Equity Purchase Agreement, dated August 27, 2026, between VenHub Global, Inc. and Euphoria Capital	Form 8-K Filed September 2, 2026
10.13	Registration Rights Agreement, dated August 27, 2026, between VenHub Global, Inc. and Euphoria Capital	Form 8-K Filed September 2, 2026
10.14 *	Securities Purchase Agreement, dated August 13, 2026, between VenHub Global, Inc. and Craig Horn*	
14.1	VenHub Global, Inc. Code of Ethics	Form S-1 Filed October 3, 2025
16.1	Letter from Rosenberg Rich Baker Berman, P.A. to SEC re: statements made in response to Item 304(a)	Form S-1 Filed October 3, 2025
21.1	VenHub Global, Inc. Subsidiary List	Form S-1 Filed October 3, 2025
23.1*	Consent of Bush & Associates CPA	
23.2*	Consent of Rosenberg Rich Baker Berman, P.A.	
23.4**	Consent of Sichenzia Ross Ference Carmel LLP (included in exhibit 5.1)	
107*	Calculation of Filing Fee Table	

* Filed here within

** To be filed by amendment

(b) Financial Statement Schedules.

All financial statement schedules are omitted because the information called for is not required or is shown either in the financial statements or in the notes thereto.

ITEM 17. 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 to:
 - a) Include any prospectus required by Section 10(a)(3) of the Securities Act;
 - b) Reflect in the prospectus any facts or events which, individually or together, represent a fundamental change in the information in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in 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 the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in the volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and
 - c) Include any additional or changed material information on the plan of distribution.
- 2) To, for the purpose of determining any liability under the Securities Act, treat each post-effective amendment as a new Registration Statement relating to the securities offered herein, and to treat the offering of such securities at that time to be the initial bona fide offering thereof.
- 3) To remove from registration, by means of a post-effective amendment, any of the securities being registered hereby that remain unsold at the termination of the offering.
- 4) This Registration Statement relates solely to the resale of securities by the selling stockholders identified herein and does not relate to a primary offering of securities by the undersigned Registrant. Accordingly, the undertaking set forth in Item 512(a)(6) of Regulation S-K applicable to primary offerings is not applicable to this Registration Statement.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Act") may be permitted to our directors, officers and controlling persons pursuant to the provisions above, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable.

In the event that a claim for indemnification against such liabilities, other than the payment by us of expenses incurred or paid by one of our directors, officers, or controlling persons in the successful defense of any action, suit or proceeding, is asserted by one of our directors, officers, or controlling persons in connection with the securities being registered, we will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification is against public policy as expressed in the Securities Act, and we will be governed by the final adjudication of such issue.

For the purposes of determining liability under the Securities Act for any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a Registration Statement relating to an offering, other than Registration Statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the Registration Statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a Registration Statement or prospectus that is part of the Registration Statement or made in a document incorporated or deemed incorporated by reference into the Registration Statement or prospectus that is part of the Registration Statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the Registration Statement or prospectus that was part of the Registration Statement or made in any such document immediately prior to such date of first use.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Las Vegas, Nevada on the 3rd day of September, 2026.

VenHub Global, Inc.

By: /s/ Shahan Ohanessian
Name: Shahan Ohanessian
Title: Chief Executive Officer, Director
(Principal Executive Officer)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Shahan Ohanessian, as his true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this Registration Statement on Form S-1 of VenHub Global, Inc. and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, grant unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the foregoing, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitutes, may lawfully do or cause to be done by virtue hereof.

In accordance with the requirements of the Securities Act of 1933, this Registration Statement was signed by the following persons in the capacities and on the dates stated.

Signature	Title	Date
<u>/s/ Shahan Ohanessian</u> Shahan Ohanessian	Chief Executive Officer (Principal Executive Officer)	September 3, 2026
<u>/s/ Matt Hidalgo</u> Matt Hidalgo	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	September 3, 2026
<u>/s/ Shoushana Ohanessian</u> Shoushana Ohanessian	Chairwoman	September 3, 2026
<u>/s/ Nader Kabbani</u> Nader Kabbani	Director	September 3, 2026
<u>/s/ Jeffrey Rubin</u> Jeffrey Rubin	Director	September 3, 2026
<u>/s/ Chantal Wessels</u> Chantal Wessels	Director	September 3, 2026

SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (“Agreement”) is made as of August 13, 2026, by and between VenHub Global, Inc., a Nevada corporation (the “Company”), and Craig Horn (the “Investor”).

Recitals

A. The Company and the Investor are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by the provisions of Regulation D (“Regulation D”), as promulgated by the U.S. Securities and Exchange Commission (the “SEC”) under the Securities Act; and

B. The Investor wishes to purchase from the Company, and the Company wishes to sell and issue to the Investor, upon the terms and conditions stated in this Agreement, 500,000 shares of the Company’s Common Stock (the “Shares”) for \$1.00 (the “Purchase Price”).

In consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** In addition to those terms defined above and elsewhere in this Agreement, for the purposes of this Agreement, the following terms shall have the meanings set forth below:

“Affiliate” means, with respect to any Person, any other Person which directly or indirectly through one or more intermediaries Controls, is controlled by, or is under common control with, such Person.

“Business Day” means a day, other than a Saturday or Sunday, on which banks in New York City are open for the general transaction of business.

“Closing” and “Closings” have the meaning set forth in Section 3.

“Closing Date” has the meaning set forth in Section 3.

“Common Stock” means the common stock of the Company, par value \$0.001 per share,

“Control” (including the terms “controlling”, “controlled by” or “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“Material Adverse Effect” means a material adverse effect on (i) the assets, liabilities, results of operations, condition (financial or otherwise), business, or prospects of the Company and its Subsidiaries taken as a whole, or (ii) the ability of the Company to perform its obligations under this Agreement.

“Person” means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

“Securities Act” means the Securities Act of 1933, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“Trading Market” means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing).

2. Purchase and Issuance of the Shares

2.1 Shares. Subject to the satisfaction (or waiver) of the conditions set forth in Sections 6.1 and 6.2 below, the Company shall issue and sell to the Investor, and the Investor shall purchase from the Company on the Closing Date (as defined below), the Shares. The Company shall, within 15 Business Days of the Closing Date, deliver the Shares to the Investor subject to the conditions set forth in Section 6.2 below.

3. Closing. The closing (“Closing”) of the purchase of the Shares by the Investor as contemplated by this Agreement shall occur through the remote exchange of documents between the Company and Investor. The date and time of the Closing (the “Closing Date”) shall be mutually agreed to by the Company and the Investor. On or prior to the Closing Date, the Investor shall have delivered to the Company an amount representing the Purchase Price, plus expenses as set forth herein.

4. Representations and Warranties of the Company. The Company hereby represents and warrants to the Investor that:

4.1 Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to carry on its business as now conducted and to own its properties. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property makes such qualification or leasing necessary unless the failure to so qualify has not had and could not reasonably be expected to have a Material Adverse Effect.

4.2 Authorization. The Company has full power and authority and has taken all requisite action on the part of the Company, its officers, directors and stockholders necessary for (i) the authorization, execution and delivery of this Agreement, (ii) the authorization of the performance of all obligations of the Company hereunder or thereunder, and (iii) the authorization, issuance and delivery of the Shares. This Agreement constitutes the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability, relating to or affecting creditors’ rights generally.

4.3 Valid Issuance. The Shares have been duly and validly authorized and, when issued and paid for pursuant to this Agreement, will be validly issued, fully paid and nonassessable, and shall be free and clear of all encumbrances and restrictions (other than those created by the Investor), except for restrictions on transfer set forth in this Agreement or imposed by applicable securities laws.

4.4 Consents. The execution, delivery and performance by the Company of this Agreement and the offer, issuance and sale of the Shares require no consent of, action by or in respect of, or filing with, any Person, governmental body, agency, or official other than (i) the notice and/or additional listing application(s) to each applicable Trading Market for the listing of the Shares for trading thereon in the time and manner required thereby; and (ii) the filing of Form D with the SEC and such filings as are required to be made under applicable state or federal securities laws. Subject to the accuracy of the representations and warranties of the Investor set forth in Section 4 hereof, the Company has taken all action necessary to exempt (i) the issuance and sale of the Shares and (ii) the other transactions contemplated by this Agreement from the provisions of any stockholder rights plan or other “poison pill” arrangement, any anti-takeover, business combination or control share law or statute binding on the Company or to which the Company or any of its assets and properties may be subject and any provision of the Company’s Articles of Incorporation, Bylaws or other organizational or charter documents that is or could reasonably be expected to become applicable to the Investor as a result of the transactions contemplated hereby, including without limitation, the issuance of the Shares and the ownership, disposition or voting of the Shares by the Investor or the exercise of any right granted to the Investor pursuant to this Agreement.

4.5 Use of Proceeds. The net proceeds of the sale of the Shares hereunder shall be used by the Company for working capital purposes.

4.6 No Conflict, Breach, Violation or Default. The execution, delivery and performance of this Agreement by the Company and the issuance and sale of the Shares will not conflict with or result in a breach or violation of any of the terms and provisions of, or constitute a default under (i) the Company's Articles of Incorporation, the Company's Bylaws or other organizational or charter documents, as in effect on the date hereof, or (ii)(a) any statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company or any of its assets or properties, or (b) any agreement or instrument to which the Company is a party or by which the Company is bound or to which any of its assets or properties is subject.

4.7 Brokers and Finders. No Person will have, as a result of the transactions contemplated by this Agreement, any valid right, interest or claim against or upon the Company or the Investor for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of the Company.

4.8 No General Solicitation. Neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer or sale of the Shares.

4.9 No Integrated Offering. Neither the Company nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Shares to be integrated with prior offerings by the Company for purposes of (i) the Securities Act which would require the registration of any such securities under the Securities Act, or (ii) any applicable shareholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

4.10 Private Placement. Assuming the representations and warranties of the Investor are true, no registration under the Securities Act is required for the offer and sale of the Securities by the Company to the Investor as contemplated hereby. The issuance and sale of the Shares hereunder does not contravene the rules and regulations of the Trading Market.

4.11 Capitalization. As of the date of this Agreement, the authorized capital stock of the Company consists of 300,000,000 shares of Common Stock, of which 91,392,857 are issued and outstanding. No shares of Common Stock are held in treasury. All of such outstanding shares of Common Stock are duly authorized and have been validly issued and are fully paid and non-assessable.

5. Representations and Warranties of the Investor. The Investor hereby represents and warrants as of the date hereof to the Company as follows:

5.1 Organization, Good Standing and Qualification. The Investor is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the this Agreement and otherwise to carry out its obligations hereunder..

5.2 Authorization. The execution and delivery of this Agreement and performance by such Investor of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of such Investor. This Agreement to which it is a party has been duly executed by such Investor, and when delivered by such Investor in accordance with the terms hereof, will constitute the valid and legally binding obligation of such Investor, enforceable against it in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

5.3 No Public Sale or Distribution. The Investor is acquiring the Shares for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof in violation of applicable securities laws, except pursuant to sales registered or exempted under the Securities Act; provided, however, by making the representations herein, such Investor does not agree, or make any representation or warranty, to hold any of the Shares for any minimum or other specific term and reserves the right to dispose of the Shares at any time in accordance with or pursuant to a registration statement or an exemption under the Securities Act. The Investor is acquiring the Shares hereunder in the ordinary course of its business. Such Investor does not presently have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Shares in violation of applicable securities laws. Investor is not a broker-dealer registered with the SEC under the Exchange Act or an entity engaged in a business that would require it to be so registered.

5.4 Investment Experience. Investor acknowledges that it can bear the economic risk and complete loss of its investment in the Shares and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment contemplated hereby.

5.5 Disclosure of Information. The Investor and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Shares that have been requested by the Investor. The Investor and its advisors, if any, have been afforded the opportunity to ask questions of the Company. The Investor and its advisors, if any, have access to and have reviewed the Company's publicly available securities filings located on the SEC's website at www.sec.gov. The Investor understands that its investment in the Shares involves a high degree of risk. The Investor has sought such accounting, legal and tax advice as he has considered necessary to make an informed investment decision with respect to its acquisition of the Securities.

5.6 Restricted Securities. Investor understands that the Shares are characterized as "restricted securities" under the U.S. federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Securities Act only in certain limited circumstances. The Investor understands that the Shares are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and Investor's compliance with, the representations, warranties, agreements, acknowledgments and understanding of Investor set forth herein in order to determine the availability of such exemptions and the eligibility of Investor to acquire such securities.

5.7 Legends. It is understood that, except as provided below, certificates evidencing the Shares may bear the following or any similar legend:

(a) **“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT.”**

(b) If required by the authorities of any state in connection with the issuance of sale of the Shares, the legend required by such state authority.

5.8 No Governmental Review. The Investor understands that no U.S. federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Shares or the fairness or suitability of the investment in the Shares nor have such authorities passed upon or endorsed the merits of the offering of the Shares.

5.9 Transfer or Resale. The Investor understands that: (i) the Shares have not been and are not being registered under the Securities Act or any state securities laws, and may not be offered for sale, sold, assigned or transferred unless (A) subsequently registered thereunder, (B) the Investor shall have delivered to the Company (if requested by the Company) an opinion of counsel to the Investor, in a form reasonably acceptable to the Company, to the effect that such Shares to be sold, assigned or transferred may be sold, assigned or transferred pursuant to an exemption from such registration, or (C) the Investor provides the Company with reasonable assurance that such Shares can be sold, assigned or transferred pursuant to Rule 144 or Rule 144A promulgated under the Securities Act (or a successor rule thereto) (collectively, “Rule 144”); (ii) any sale of the Shares made in reliance on Rule 144 may be made only in accordance with the terms of Rule 144, and further, if Rule 144 is not applicable, any resale of the Shares under circumstances in which the seller (or the Person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the Securities Act) may require compliance with some other exemption under the Securities Act or the rules and regulations of the SEC promulgated thereunder; and (iii) neither the Company nor any other Person is under any obligation to register the Shares under the Securities Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder.

5.10 Brokers and Finders. No Person will have, as a result of the transactions contemplated by this Agreement, any valid right, interest or claim against or upon the Company or the Investor for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of the Investor.

5.11 Accredited Investor Status. The Investor is an “accredited investor” as that term is defined in Rule 501(a) of Regulation D. The Investor hereby represents that neither such Investor nor any of its Rule 506(d) Related Parties (as defined below) is a “bad actor” within the meaning of Rule 506(d) promulgated under the Securities Act. For purposes of this Agreement, “Rule 506(d) Related Party” shall mean a person or entity covered by the “Bad Actor disqualification” provision of Rule 506(d) of Regulation D under the Securities Act.

5.12 Risk Factors. The Investor understands and acknowledges that his, her or its purchase of the Shares is a speculative investment that involves a high degree of risk and the potential loss of their entire investment and has carefully read and considered the matters and risk factors set forth in the Company’s publicly available securities filings located on the SEC’s website at www.sec.gov.

5.13 Residency. The Investor is a resident of:

3461 Augusta National Dr. S
Salem, OR 97302

6. Conditions to Closing.

6.1 Conditions to the Investor’s Obligations. The obligation of the Investor to purchase the Shares at the Closing is subject to the fulfillment to the Investor’s satisfaction, on or prior to the Closing Date, of the following conditions, any of which may be waived by the Investor:

(a) The representations and warranties made by the Company in Section 4 hereof qualified as to materiality shall be true and correct at all times prior to and on the Closing Date, except to the extent any such representation or warranty expressly speaks as of an earlier date, in which case such representation or warranty shall be true and correct as of such earlier date, and, the representations and warranties made by the Company in Section 4 hereof not qualified as to materiality shall be true and correct in all material respects at all times prior to and on the Closing Date, except to the extent any such representation or warranty expressly speaks as of an earlier date, in which case such representation or warranty shall be true and correct in all material respects as of such earlier date. The Company shall have performed in all material respects all obligations and covenants herein required to be performed by it on or prior to the Closing Date.

(b) The Company shall have delivered this executed Agreement to the Investor.

6.2 Conditions to Obligations of the Company. The Company’s obligation to sell and issue the Shares at the Closing is subject to the fulfillment to the satisfaction of the Company on or prior to the Closing Date of the following conditions, any of which may be waived by the Company:

(a) The representations and warranties made by the Investor in Sections 5.1 and 5.2 hereof (the “Investment Representations”), shall be true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date with the same force and effect as if they had been made on and as of said date. The Investment Representations shall be true and correct in all respects when made, and shall be true and correct in all respects on the Closing Date with the same force and effect as if they had been made on and as of said date. The Investor shall have performed in all material respects all obligations and covenants herein required to be performed prior to the Closing Date.

(b) The Investor shall have delivered the Purchase Price to the Company.

(c) The Investor shall have delivered this executed Agreement to the Company.

7. Registration Rights.

7.1 Piggyback Registrations

(a) The Company will promptly notify Investor in writing prior to filing any registration statement for purposes of effecting a public offering of securities of the Company (excluding any registration statements on Form S-8 or on Form S-4 or any registration statement in connection with a public offering of any security that is not Common Stock) (a “**Piggyback Registration**”), and the Company will afford Investor an opportunity to register on such registration statement (a “**Piggyback Registration Statement**”) all or any part of the Shares. If Investor desires to include in the Piggyback Registration Statement all or any part of the Shares, Investor must, within five (5) Business Days after receipt of the above-described notice from the Company, so notify the Company in writing and inform the Company of the number of Shares Investor wishes to include in the Piggyback Registration Statement. If Investor decides not to include all of the Shares in the Piggyback Registration Statement, Purchaser will nevertheless continue to have the right to include any Shares in any subsequent Piggyback Registration, all upon the terms and conditions set forth herein.

(b) If a Piggyback Registration is an underwritten offering, then the Company will so advise Investor. In such event, the right of any of Investor’s Shares to be included in a Piggyback Registration will be conditioned upon Investor’s participation in such offering on the same terms and conditions as the Common Stock for the account of the Company or other stockholders, as the case may be, and the inclusion of Investor’s Shares in the underwriting to the extent provided herein. If Investors desires to distribute his Shares through such underwriting, he will enter into an underwriting agreement in customary form with the managing underwriter or underwriter(s) selected for such underwriting. Notwithstanding any other provision of this Section 7.1, if the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of shares to be underwritten, then the managing underwriter(s) may exclude shares (including Investor’s Shares) from the Piggyback Registration and the underwriting, and the number of shares that may be included in the Piggy Registration and the Piggyback Registration will be allocated, first, to the Company, second, to any party exercising demand registration rights or any party to which the Company is contractually obligated to register such party’s shares first, and third, any other securities requested to be included in such offering by any other stockholders (including Investor) of the Company, pro-rata based on the number of shares held by such stockholder compared to the total number of shares held by all such stockholders. If Investor disapproves of the terms of any such underwriting, Purchaser may elect to withdraw therefrom by written notice to the Company and the underwriter, delivered at least ten (10) Business Days prior to the effective date of the registration statement. Any Shares excluded or withdrawn from such underwriting will be excluded and withdrawn from the Piggyback Registration.

(c) The Company will pay all expenses incurred in connection with a Piggyback Registration, including, without limitation, all registration and filing fees, exchange listing fees, printing expenses, fees and disbursements of counsel for the Company, state blue sky fees and expenses, and the expense of any special audits incident to or required by any such registration.

(d) The obligations of the Company to register the Shares under this Section 7.1 shall terminate whenever Investor no longer holds the Shares or may sell all such Shares without registration pursuant to an exemption under Rule 144 or other exemption then applicable.

8. Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive each Closing of the transaction contemplated by this Agreement.

9. Miscellaneous.

9.1 Successors and Assigns. This Agreement may not be assigned by a party hereto without the prior written consent of the Company or the Investor, as applicable, which consent may be withheld in such parties absolute discretion. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

9.2 Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

9.3 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

9.4 Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, if delivered personally; and (ii) if sent by overnight courier service, one (1) Business Day after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the party to receive the same. The addresses for such notices, consents, waivers or other communications are as follows:

If to the Company:

VenHub Global, Inc.
518 S. Fair Oaks Ave
Pasadena, CA 91105
Attention: Legal Department

With a copy to:

Sichenzia Ross Ference Carmel LLP
1185 Avenue of the Americas, 26th Fl.
New York, New York 10006
Attention: Marc Ross, Esq.

If to the Investor, to the address set forth on the signature page.

or to such other address and/or to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, or (B) provided by an overnight courier service shall be rebuttable evidence of personal service or receipt from an overnight courier service in accordance with clause (i) or (ii) above, respectively.

9.5 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Investor. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each holder of any Shares purchased under this Agreement at the time outstanding, each future holder of all such Shares, and the Company.

9.6 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof but shall be interpreted as if it were written so as to be enforceable to the maximum extent permitted by applicable law, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

9.7 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereof with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof and thereof.

9.8 Further Assurances. The parties shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained.

9.9 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the internal laws of the [State of New York] without regard to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the [State of New York located in New York County and the United States District Court for the Southern District of New York] for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. **EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.**

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties have executed this Agreement or caused their duly authorized officers to execute this Agreement as of the date first above written.

The Company:

VenHub Global, Inc.

By: /s/ Shahan Ohanessian
Name: Shahan Ohnanessian
Title: CEO

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOR INVESTOR FOLLOWS]

[INVESTOR SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Investor:

By: /s/ Craig Horn
Name: Craig Horn
Title: Individual



Bush & Associates CPA

Consent of Independent Registered Public Accounting Firm

To Whom It May Concern:

We hereby consent to the incorporation by reference into the Registration Statements of VenHub Global, Inc. on Form S-1 of our Report of Independent Registered Public Accounting Firm, dated March 24, 2026, on the consolidated balance sheet of VenHub Global, Inc. as of December 31, 2025 and the related statements of operations, changes in stockholder's deficit and cash flows for the years then ended.

We also consent to the reference to us under the caption "Experts" in the Prospectus.

/s/ Bush & Associates CPA LLC
Bush & Associates CPA LLC
Las Vegas, NV
September 03, 2026

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 1, 2026

CALCULATION OF FILING FEE TABLES

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VENHUB GLOBAL, INC.

Table 1: Newly Registered and Carry Forward Securities

Line Item Type	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
<i>Newly Registered Securities</i>									
Fees to be Paid	Equity	Common stock, par value \$0.001 per share	(1)	Other	24,913,571	\$ 0.8450	\$21,051,967.50	0.0001381	\$ 2,907.28
Total Offering Amounts:							\$21,051,967.50		2,907.28
Total Fees Previously Paid:									0.00
Total Fee Offsets:									0.00
Net Fee Due:									<u>\$ 2,907.28</u>

Offering Note(s)

- (1) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the “Securities Act”), this registration statement also covers any additional securities that may be offered, issued or become issuable in connection with any stock split, stock dividend or similar transaction or pursuant to anti-dilution provisions of any of the securities.

Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(c) under the Securities Act based on a per share price of \$0.845, the average of the high and low reported sales price of the Company’s common stock on September 2, 2026, as reported on The Nasdaq Capital Market.