

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 30, 2025

**PROFESSIONAL DIVERSITY NETWORK, INC.**  
(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction  
of incorporation)

001-35824  
(Commission  
File Number)

80-0900177  
(I.R.S. Employer  
Identification No.)

55 E. Monroe Street, Suite 2120, Chicago, Illinois 60603  
(Address of principal executive offices)

Registrant's telephone number, including area code: (312) 614-0950

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$.01 par value	IPDN	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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**Item 1.01 Entry into a Material Definitive Agreement**

On June 30, 2025, Professional Diversity Network, Inc. (the “**Company**”), entered into a warrant exchange agreement (the “**Exchange Agreement**”) with certain holder (the “**Holder**”) of 250,000 Series A warrants (the “**Series A Warrants**”), each to purchase one share of common stock, par value \$0.01 per share (the “**Common Stock**”) of the Company, and 250,000 Class B warrants (the “**Series B Warrants**”, and collectively with the Series A Warrants, the “**Warrants**”), each to purchase one share of Common Stock of the Company at an exercise price of \$6.80 per share. The Warrants were issued on November 20, 2024 to the Holder in connection with a registered direct offering and concurrent private placement of warrants which closed on November 20, 2024.

Pursuant to the Exchange Agreement, the Holder agreed to surrender 500,000 Warrants for cancellation and the Company agreed, in exchange, to issue an aggregate of 333,333 shares of Common Stock to the Holder (the “**Exchange Shares**”).

The Exchange Shares were issued pursuant to the exemption from the registration requirements of the Securities Act of 1933, as amended (the “**Securities Act**”), provided by Section 3(a)(9) of the Securities Act.

The foregoing description of the Exchange Agreement does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of such document, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

**Item 3.02 Unregistered Sales of Equity Securities**

Information regarding the Exchange Shares disclosed in Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference.

**Item 9.01. Financial Statements and Exhibits.**

**(d) Exhibits**

Exhibit No.	Description
10.1	<a href="#">Form of Warrant Exchange Agreement</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

## **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Professional Diversity Network, Inc.

Date: July 1, 2025

*/s/ Adam He*

Adam He, Chief Executive Officer

**WARRANT EXCHANGE AGREEMENT**

This Warrant Exchange Agreement (this “**Agreement**”) between Professional Diversity Network, Inc. (the “**Company**”) and the undersigned hereto (the “**Holder**”; together with the Company, the “**Parties**” and, each, a “**Party**”) is dated June 30, 2025. Capitalized terms that are not defined herein shall have the meanings as set forth in the Existing Warrants (as defined below).

**BACKGROUND**

A. The Company issued to the Holder, certain series A warrants to purchase up to 2,500,000 shares of the Company’s common stock (the “**Series A Warrants**”), and certain series B warrants to purchase up to 2,500,000 shares of the Company’s common stock (the “**Series B Warrants**” and collectively, the “**Existing Warrants**”), at an exercise price of \$0.86 per share, in connection with a certain registered direct offering and concurrent private placement of warrants which closed on November 20, 2024.

B. Effective March 13, 2025, the Company implemented a 10-for-1 reverse stock split, through which each ten shares of common stock issued and outstanding were combined and changed into one share of common stock, par value \$0.01 per share (the “**Common Stock**”).

C. As of the date of this Agreement, the Existing Warrants may be exercised to purchase up to 500,000 shares of Common Stock, at an exercise price of \$8.60 per share.

B. The Company and the Holder desire to cancel and retire the Existing Warrants owned by the Holder in exchange for the immediate issuance of an aggregate of 333,333 shares of Common Stock to the Holder (collectively, the “**Exchange Shares**”).

C. The exchange of the Existing Warrants for the Exchange Shares (the “**Exchange**”) is being made in reliance upon the exemption from registration (the “**Exemption**”) provided by Section 3(a)(9) of the Securities Act of 1933, as amended (together with the related rules and regulations, the “**Securities Act**”).

**AGREEMENT**

In consideration of the premises and the agreements set forth below, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**ARTICLE I  
EXCHANGE**

**Section 1.1 Exchange of Existing Warrants.** Upon the terms and subject to the conditions of this Agreement, the Holder conveys, assigns, transfers and surrenders the Existing Warrants to the Company and, in exchange, the Company cancels the Existing Warrants and issues the Exchange Shares to the Holder. In connection with the Exchange, the Holder relinquishes all rights, title and interest in the Existing Warrants (including any related claims that the Holder may have against the Company other than for receipt of the Exchange Shares) and assigns the same to the Company. The issuance of the Exchange Shares to the Holder will be made without registration of such Exchange Shares under the Securities Act, in reliance upon the Exemption and accordingly, the Exchange Shares will be issued by the Company to the Holder without any restrictive legends.

**Section 1.2 Issuance of Exchange Shares.** Upon the execution and delivery of this Agreement (i) the Existing Warrant of the Holder that are held in book-entry form shall be deemed automatically cancelled in full and of no force and effect, (ii) the Holder with Existing Warrants in certificate form shall provide promptly the Company’s transfer agent, Transhare Corporation (the “**Transfer Agent**”) with the tracking number(s) for the mailing of the certificate(s) of such Existing Warrants, and within one (1) business days following the date hereof, the Company shall (a) instruct the Transfer Agent to issue to the Holder such number of Exchange Shares as set forth in Schedule I attached hereto and (b) use commercially reasonable efforts to cause the Transfer Agent to deliver the Exchange Shares to the Holder as soon as practicable thereafter by crediting such Holder’s Depository Trust Company (“**DTC**”) account through DTC’s Deposit/Withdrawal at Custodian (“**DWAC**”) system pursuant to the Holder’s instructions as set forth in the Holder’s signature page hereto. Notwithstanding anything herein to the contrary, in the event that any Exchange Shares would otherwise cause the Holder to exceed the beneficial ownership limitations (“**Beneficial Ownership Limitation**”) set forth in Section 2(e) of the Existing Warrants (or, if applicable and at the Holder’s election, 9.99%), the Company shall only issue such number of Exchange Shares to the Holder that would not cause the Holder to exceed the maximum number of Exchange Shares permitted thereunder, as directed by the Holder, with the balance to be held in abeyance until notice from the Holder that the balance (or portion thereof) may be issued in compliance with such limitations, which abeyance shall be evidenced through the Exchange Warrants (provided no exercise price shall be due and payable).

**Section 1.3 Tacking.** The holding period of the Exchange Shares for purposes of Rule 144 and Section 4(a)(1) of the Securities Act tacks on to the holding period of the Existing Warrants.

**Section 1.4 Other Documents and Opinions.** The Company shall execute and/or deliver such other documents and agreements as are reasonably necessary to effectuate the Exchange pursuant to the terms of this Agreement. Within one (1) trading day of any resales of Exchange Shares by the Holder, the Issuer shall cause its counsel to issue a legal opinion to the Issuer’s transfer agent pursuant to Rule 144 under the Securities Act, to effect the removal of any restrictive legend on such Exchange Shares.

**ARTICLE II  
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE HOLDER**

The Holder makes the following representations, warranties and covenants, each of which is true and correct on the date hereof, and shall survive the consummation of the transactions contemplated by this Agreement (the “**Transactions**”):

**Section 2.1 Existence and Power.**

(a) If the Holder is an entity, the Holder is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized.

(b) The Holder has all requisite power, authority and capacity to execute and deliver this Agreement, to perform the Holder’s obligations and to consummate the Transactions. The execution, delivery and performance of this Agreement, and the consummation of the Transactions have been duly authorized by all necessary action on the part of the Holder, and no further consent, approval or authorization is required by the Holder in order for the Holder to execute, deliver and perform this Agreement and consummate the Transactions.

**Section 2.2 Valid and Enforceable Agreement; Authorization.** This Agreement has been duly executed and delivered by the Holder and, assuming due execution and delivery by the Company, constitutes the legal, valid and binding obligation of the Holder, enforceable against such Holder in accordance with its terms, except that such enforcement may be subject to (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to the enforcement of creditors’ rights generally; and (b) general principles of equity.

**Section 2.3 The Exemption.** The Holder understands that the Exchange Shares are being offered and issued in reliance on specific provisions of federal and state securities laws, specifically the Exemption, and not under a registration statement of the Company, and that the Company is relying upon the truth and accuracy of the

representations, warranties, agreements, acknowledgments and understandings of the Holder for purposes of qualifying for exemptions from registration under the Securities Act and applicable state securities laws.

**Section 2.4 Title to Warrants.** The Holder owns and holds, beneficially and of record, the entire right, title, and interest in and to its Existing Warrants, free and clear of any Liens (as defined below). The Holder has the full power and authority to transfer and dispose of the Existing Warrants and will deliver such Existing Warrants free and clear of any Lien other than restrictions under the Securities Act and applicable state securities laws and except as set forth in this Agreement, the Holder has not, in whole or in part, (a) assigned, transferred, hypothecated, pledged or otherwise disposed of the Existing Warrants or its rights in such Existing Warrants, or (b) given any person or entity any transfer order, power of attorney, vote, plan, pending proposal or other right of any nature whatsoever with respect to such Existing Warrants which would limit the Holder's power to transfer the Existing Warrants. "**Liens**" means any security or other property interest or right, claim, lien, pledge, option, charge, security interest, contingent or conditional sale, or other title claim or retention agreement, interest or other right or claim of third parties, whether perfected or not perfected, voluntarily incurred or arising by operation of law, and including any agreement (other than this Agreement) to grant or submit to any of the foregoing in the future.

**Section 2.5 Non-Contravention.** The execution, delivery and performance of this Agreement by the Holder and the consummation by such Holder of the Transactions do not and will not (a) if the Holder is an entity, result in any violation of the provisions of the articles of formation and bylaws or equivalent valid and in force organizational documents of the Holder, or (b) constitute or result in a breach, violation, conflict or default under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which such Holder is a party or by which the Holder is bound or to which any of the property or assets of such Holder is subject, or any statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over such Holder or any of its properties or cause the acceleration or termination of any obligation or right of such Holder, except in the case of clause (b) for such breaches, conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to materially adversely affect the ability of the Holder to perform its obligations.

**Section 2.6 Investment Decision.**

(a) (i) The Holder is a sophisticated investor acquiring the Exchange Shares in the ordinary course of business and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of investing in the Exchange Shares and has so evaluated the merits and risks of investing in the Exchange Shares, (ii) the Holder is able to bear the entire economic risk of investing in the Exchange Shares, (iii) the Holder is investing in the Exchange Shares with a full understanding of all of the terms, conditions and risks of such an investment and willingly assume those terms, conditions and risks, and (iv) the Holder has not relied on any statement or other information provided by any person concerning the Company, the Exchange, or the Exchange Shares.

(b) The Holder acknowledges that an investment in the Exchange Shares involves a high degree of risk, and the Exchange Shares are, therefore, a speculative investment. The Holder acknowledges that the terms of the Exchange have been established by negotiation between the Parties. The Holder acknowledges that the Company has not given any investment advice, rendered any opinion or made any representation to such Holder about the advisability of this decision or the potential future value of any of the Existing Warrants. THE HOLDER ACKNOWLEDGES THAT, BY EXCHANGING THE EXISTING WARRANTS FOR ORDINARY SHARES UNDER THIS AGREEMENT, THE HOLDER WILL NOT BENEFIT FROM ANY FUTURE APPRECIATION IN THE MARKET VALUE OF THE EXISTING WARRANTS.

(c) The Holder has been given full and adequate access to information relating to the Company, including the Company's business, finances and operations as the Holder has deemed necessary or advisable in connection with such Holder's evaluation of the Exchange. The Holder has not relied upon any representations or statements made by the Company or such Holder's agents, officers, directors, employees or shareholders in regard to this Agreement. The Holder has sought such accounting, legal and tax advice as such Holder has considered necessary to make an informed investment decision with respect to such Holder's acquisition of the Exchange Shares and is not relying on the Company or any of the Company's affiliates for any such advice. The Holder has had the opportunity to review the Company's filings with the Securities and Exchange Commission (the "**SEC**"). The Holder and its advisors, if any, have been afforded the opportunity to ask questions of the Company. The Holder has made an independent decision to exchange such Holder's Existing Warrants for Exchange Shares and is relying solely on its own accounting, legal and tax advisors, and not on any statements of the Company or any of the Company's agents or representatives, for such accounting, legal and tax advice with respect to such Holder's acquisition of the Exchange Shares and the Transactions.

**Section 2.7 No Additional Consideration.** The Holder is not providing anything of value for the Exchange Shares other than the Existing Warrants.

**Section 2.8 No Remuneration.** Neither the Holder nor anyone acting on its behalf has paid or given any person a commission or other remuneration directly or indirectly in connection with or in order to solicit or facilitate the Exchange.

**Section 2.9 No Governmental Review.** The Holder understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Exchange Shares or the fairness or suitability of the investment in the Exchange Shares nor have such authorities passed upon or endorsed the merits of the offering of the Exchange Shares.

### ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY

The Company makes the following representations, warranties and covenants, each of which is true and correct on the date hereof and shall survive the consummation of the Transactions to the extent set forth in this Agreement.

**Section 3.1 Existence and Power.**

(a) The Company is duly incorporated, validly existing and in good standing under the laws of the State of Delaware.

(b) The Company has all requisite power, authority and capacity to enter into this Agreement and consummate the Transactions. The execution and delivery of this Agreement by the Company and the consummation by the Company of the Transactions, including, without limitation, the issuance of all of the Exchange Shares, have been duly authorized by all necessary action on the part of the Company and its board of directors (or a duly authorized committee) (the "**Board of Directors**"), and no further consent, approval or authorization is required by the Company or of its Board of Directors or its shareholders in order for the Company to execute, deliver and perform this Agreement and consummate the Transactions, including, without limitation, the issuance of all of the Exchange Shares.

(c) The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the Transactions will not (i) result in any violation of the provisions of it amended and restated memorandum and articles of association (or other organizational documents) of the Company or (ii) constitute or result in a breach, violation, conflict or default under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company is subject, or any statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its properties or cause the acceleration or termination of any obligation or right of the Company, except in the case of clause (ii) for such breaches, conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have material adverse effect on the business, condition (financial or otherwise), properties or results of operations of the Company or an event, change or occurrence that would materially adversely affect the ability of the Company to perform the Company's obligations under this Agreement.

**Section 3.2 Valid and Enforceable Agreement; Authorization.** This Agreement has been duly executed and delivered by the Company and, assuming due execution and delivery by the Holder, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except that such enforcement may be subject to (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to the enforcement of creditors' rights generally, and (b) general principles of equity.

**Section 3.3 Valid Issuance of the Exchange Shares.** The Exchange Shares, when issued and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and non-assessable and free from all preemptive or similar rights, taxes, Liens, charges and other encumbrances with respect to the issue. Assuming the accuracy of the representations of the Holder in Article II, the Exchange Shares will be issued in compliance with all applicable federal and state securities laws. The offer and issuance of the Exchange Shares is exempt from registration under the Securities Act pursuant to the Exemption.

**Section 3.4 No Remuneration.** Neither the Company nor anyone acting on the Company's behalf has paid or given any commission or other remuneration to any person directly or indirectly in connection with or in order to solicit or facilitate the Exchange.

#### ARTICLE IV MISCELLANEOUS PROVISIONS

**Section 4.1 Issuance of Form 8-K.** On or before 9:30 a.m. (New York City time) on the date that is one (1) business day following the date hereof, the Company shall file a Current Report on Form 8-K with the SEC disclosing all material terms of the Transactions ("**8-K Filing**"). From and after the issuance of the 8-K Filing, the Company represents to the Holder that it shall not be in possession of any material, nonpublic information received from the Company or any of the Company's officers, directors, employees, or agents, that is not disclosed in the 8-K Filing, solely by virtue of such Holder's participation in the Transactions. In addition, effective upon the filing of the 8-K Filing, the Company acknowledges that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company or any of the Company's officers, directors, employees or agents, on the one hand, and such Holder or its respective affiliates, on the other hand, related to the Transactions or with respect to information shared in connection shall terminate.

**Section 4.2 Survival of Representations and Warranties.** The agreements of the Company, and the respective representations and warranties of Parties as set forth in Articles II and III, respectively, shall survive the consummation of the Transactions.

**Section 4.3 Notice.** Any notice provided for in this Agreement shall be in writing and shall be mailed first class mail (postage prepaid) with return receipt requested or sent by reputable overnight courier service (charges prepaid):

(a) if to the Holder, at the Holder's address set forth on the signature page to this Agreement; and

(b) if to the Company, as follows:

Attn: Adam He, CEO  
55 E. Monroe Street, Suite 2120  
Chicago, IL 60603

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

Hunter Taubman Fischer & Li LLC  
950 Third Avenue, 19<sup>th</sup> Floor  
New York, NY 10022  
Attn: Joan Wu, Esq.

Each Party by notice to the other Party may designate additional or different addresses for subsequent notices or communications. All notices and communications will be deemed to have been duly given five (5) business days after being deposited in the mail, postage prepaid.

**Section 4.4 Entire Agreement.** This Agreement and the other documents and agreements executed in connection with the Exchange embody the entire agreement and understanding of the Parties with respect to the subject matter and supersede all prior and contemporaneous oral or written agreements, representations, warranties, contracts, correspondence, conversations, memoranda and understandings between the Parties or any of their agents, representatives or affiliates relative to such subject matter, including, without limitation, any term sheets, emails or draft documents.

**Section 4.5 Assignment; Binding Agreement.** This Agreement and the various rights and obligations arising shall inure to the benefit of and be binding upon the Parties and their successors and assigns.

**Section 4.6 Counterparts.** This Agreement may be executed in multiple counterparts, and on separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Any counterpart or other signature executed or delivered via electronic means shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such Party.

**Section 4.7 Remedies Cumulative.** Except as otherwise provided in this Agreement, all rights and remedies of the Parties under this Agreement are cumulative and without prejudice to any other rights or remedies available at law.

**Section 4.8 Governing Law.** All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each Party irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute or with any Transaction, and irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each Party irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice. Nothing contained in this Agreement shall (a) limit, or be deemed to limit, in any way any right to serve process in any manner permitted by law, (b) operate, or shall be deemed to operate, to preclude the Holder from bringing suit or taking other legal action against the Company in any other jurisdiction to collect on the Company's obligations to the Holder or to enforce a judgment or other court ruling in favor of the Holder. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION.

**Section 4.9 No Third Party Beneficiaries or Other Rights** Nothing in this Agreement shall grant to or create in any person not a Party, or any such person's dependents or heirs, any right to any benefits, and no such party shall be entitled to sue any Party.

**Section 4.10 Waiver; Consent.** This Agreement may not be changed, amended, terminated, augmented, rescinded or discharged (other than in accordance with its terms), in whole or in part, except by a writing executed by the Parties. No waiver of any of the provisions or conditions of this Agreement or any of the rights of a Party shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given or consented. Except to the extent otherwise agreed in writing, no waiver of any term, condition or other provision of this Agreement, or any breach shall be deemed to be a waiver of any other term, condition or provision or any breach, or any subsequent breach of the same term, condition or provision, nor shall any forbearance to seek a remedy for any noncompliance or breach be deemed to be a waiver of a Party's rights and remedies with respect to such noncompliance or breach.

**Section 4.11 No Broker.** Neither Party has engaged any third party as broker or finder or incurred or become obligated to pay any broker's commission or finder's fee in connection with the Transactions other than such fees and expenses for which such Party shall be solely responsible.

**Section 4.12 Further Assurances.** Each Party agrees to execute and deliver, or cause to be executed and delivered, such other documents, instruments and agreements, and take such other actions, as either Party may reasonably request in connection with the Transactions.

**Section 4.13 Costs and Expenses.** Each Party will pay such Party's own respective costs and expenses incurred in connection with the negotiation, preparation, execution, and performance of this Agreement, including, but not limited to, the fees and expenses of their respective advisers, counsel, accountants and other experts, if any.

**Section 4.15 Severability.** If any one or more of the provisions contained in this Agreement, or the application of this Agreement in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not be affected or impaired.

[Signature Page Follows]

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The Company has caused this Agreement to be executed as of the date hereof.

**PROFESSIONAL DIVERSITY NETWORK, INC.**

By: \_\_\_\_\_  
Name: Adam He  
Title: Chief Executive Officers

\_\_\_\_\_

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

The Holder:

By: \_\_\_\_\_

Name:

Title:

Address:

DWAC Instructions for Exchange Shares: