

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): September 17, 2025(September 12, 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 Office) (Zip Code)

(312) 614-0950

(Registrant's telephone number, including area code)

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 checkmark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

Entry into the Copyright Transfer Agreement

On September 12, 2025, Professional Diversity Network, Inc. (the “Company”) entered into a copyright transfer agreement (the “Copyright Agreement”) with Streams Ohio Corp. (the “Copyright Seller”), a non-affiliated accredited investor. Pursuant to the Copyright Agreement, the Company agreed to acquire eight (8) original musical works from the Copyright Seller for \$1,800,000. Under the terms of the Copyright Agreement, consideration could be paid in cash, shares of the Company’s common stock, par value \$0.01 per share (the “Common Stock”), or a combination thereof. The board of directors of the Company (the “Board”) approved payment of the consideration through the issuance of 556,000 shares of Common Stock (the “Copyright Shares”), subject to the limitations of Listing Rule 5635 of The Nasdaq Stock Market LLC (“Nasdaq”). The Copyright Shares will be issued in reliance on the exemptions from registration provided by Section 4(a)(2) under the Securities Act of 1933, as amended (the “Securities Act”), and/or Regulation D promulgated thereunder. The Copyright Agreement contains customary representations, warranties and covenants.

Entry into the Consulting Agreement

On September 12, 2025, the Company entered into a consulting agreement (the “Consulting Agreement”) with B&W Capital Group LLC (the “Consultant”), a non-affiliated accredited investor. Under the Consulting Agreement, the Company engaged the Consultant to provide strategic, business development, investor relations and capital markets advisory services for a period of 12 months, unless terminated earlier pursuant to the terms therein. As consideration for such services, the Board approved the issuance of 550,000 shares of Common Stock (the “Consulting Shares”), also subject to the limitations of Nasdaq Listing Rule 5635. The Consulting Shares will be issued in reliance on the exemptions from registration provided by Section 4(a)(2) under the Securities Act and/or Regulation D promulgated thereunder. The Consulting Agreement contains customary representations, warranties and covenants.

The foregoing descriptions of the Copyright Agreement, the Consulting Agreement and the transactions contemplated thereby do not purport to be complete and are qualified in their entirety by reference to Exhibits 10.1 and 10.2 to this Current Report on Form 8-K (this “Form 8-K”), respectively, and incorporated by reference herein.

Item 3.02 Unregistered Sales of Equity Securities

The information set forth in “Item 1.01 Entry into a Material Definitive Agreement” relating to the issuance of Common Stock is incorporated by reference herein in its entirety. The offer and sale of shares of Common Stock pursuant to the Copyright Agreement and the Consulting Agreement is and will be made in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Rule 506(b) of Regulation D promulgated thereunder. This Form 8-K shall not constitute an offer to sell or the solicitation of any offer to buy the shares of Common Stock, nor shall there be an offer, solicitation or sale of the shares of Common Stock in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such state.

Forward-Looking Statements

Certain statements in this Form 8-K may be considered forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including but not limited to statements regarding statements regarding the amount of shares of Common Stock the Company may issue to the Investor pursuant to the Securities Purchase Agreement, and the amount of proceeds to be received by the Company from the sale of shares of Common Stock and related matters. Forward-looking statements generally relate to future events and can be identified by terminology such as “may”, “could”, “plan”, “expect”, “intend”, “will”, “anticipate”, “potential” or “continue”, or the negatives of these terms or variations of them or similar terminology. Such forward-looking statements are subject to risks, uncertainties, and other factors which could cause actual results to differ materially from those expressed or implied by such forward looking statements. These forward-looking statements are based upon estimates and assumptions that, while considered reasonable by the Company and its management, are inherently uncertain. Factors that may cause actual results to differ materially from current expectations include, but are not limited to, the risks and uncertainties set forth or incorporated by reference in the sections entitled “Risk Factors” and “Special Note Regarding Forward-Looking Statements” in the Annual Report on Form 10-K filed by the Company on March 31, 2025 and the Company’s future filings from time to time with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and the Company assumes no obligation and does not intend to update or revise these forward-looking statements. The Company does not give any assurance that it will achieve its expectations.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Copyright Transfer Agreement, dated September 12, 2025, by and between Professional Diversity Network, Inc., Inc. and Streams Ohio Corp.
10.2	Consulting Agreement, dated September 12, 2025, by and between Professional Diversity Network, Inc., Inc. and B&W Capital Group LLC,
104	Cover Page Interactive Data File (embedded within the Inline XBRL Document)

SIGNATURES

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

Professional Diversity Network, Inc.

Date: September 17, 2025

By: /s/ Xun Wu
Name: Xun Wu
Title: Chief Executive Officer

COPYRIGHT TRANSFER AGREEMENT

This Copyright Transfer Agreement (“Agreement”) is made and entered into on **September 12, 2025**, by and between:

- **Streams Ohio Corp** (“Party A”), and
- **Professional Diversity Network, Inc.**, a Delaware corporation listed on the Nasdaq Capital Market in the United States (“Party B” or the “Company”, collectively with Party A, the “Parties” and each a “Party”).

WHEREAS, Party B desires to expand its business sectors into Web3.0 digital copyright monetization and related asset-backed product offering, including multiple music works as future WEB3.0 real-world asset digital monetization products (RWA) and as digital copyright trading products for its WEB3.0 investment banking business;

WHEREAS, in furtherance of such strategic expansion, Party B has agreed to acquire from Party A certain original musical works to be developed and delivered by Party A, and Party A has agreed to transfer to Party B all rights, title and interest in and to such musical works;

THEREFORE, in accordance with the provisions of the U.S. Copyright Act and other applicable laws, and in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Work Information and Transfer

1.1 Works: Party A shall create and deliver eight (8) original musical works (the “Works”).

1.2 Type: Musical works.

1.3 Transfer of Copyright: Subject to the terms of this Agreement, Party A hereby irrevocably assigns, transfers and conveys to Party B all worldwide right, title and interest in and to the Works and all copyrights therein (including all rights enumerated under 17 U.S.C. § 106 and any analogous rights under foreign laws), free and clear of all liens, encumbrances and adverse claims.

1.4 Completion Date: The Works shall be completed and delivered by September 30, 2025, unless otherwise extended in writing by Party B.

1.5 Originality; Documentation: Party A represents and warrants that the Works are original works created by Party A. If any portion of a Work incorporates derivative or third-party material, Party A shall provide written documentation of valid licenses or assignments covering such material.

1.6 Content Restrictions: The works delivered by Party A shall not contain any content prohibited by applicable law, including but not limited to political subversion, threats to national security, obscenity, defamation, incitement of crime, infringement of third-party rights, or other unlawful or harmful content.

1.7 Transferred Rights: All rights, title and interest in and to the Works shall vest in Party B, including all rights enumerated under the U.S. Copyright Act, including but not limited to:

- (a) Reproduction rights;
- (b) Distribution rights;
- (c) Rental rights;
- (d) Exhibition rights;
- (e) Performance rights;
- (f) Screening rights;
- (g) Broadcasting rights;
- (h) Information network dissemination rights;
- (i) Cinematographic production rights;
- (j) Adaptation rights;
- (k) Translation rights;
- (l) Compilation rights.

1.8 Warranty: Party A represents and warrants that it owns or controls all rights necessary for the transfer of the Works, and the Works, including any images, do not infringe the rights of any third party. Party A shall bear all liability for any breach of this warranty and indemnify Party B against any claims arising therefrom. Party A further represents and warrants that: (a) it is a corporation duly organized, validly existing, and in good standing under the laws of its state of incorporation; (b) it has the full corporate power and authority to enter into this Agreement and to perform its obligations hereunder; (c) the execution and delivery of this Agreement have been duly authorized by all necessary corporate action on its part; and (d) this Agreement constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms.

1.9 Moral Rights Waiver: To the fullest extent permitted by applicable law, Party A hereby irrevocably waives and agrees not to assert any “moral rights” (including rights of attribution and integrity) in connection with the Works.

2. Transfer Fee and Payment

2.1 Fee: The total copyright transfer fee shall be USD 1,800,000 (the “Consideration”).

2.2 Payment: Party B shall pay Consideration either (a) in cash, in one lump sum, or (b) in newly issued shares of common stock of Party B (the “Shares”), or in a combination thereof. The total number of shares to be issued shall be equivalent to 556,000 Shares. subject to Section 2.4.

2.3 Payment Method: All cash payments shall be made to the bank account designated by Party A. Any stock issuance shall be effected by book-entry through the transfer agent of Party B, in accordance with customary settlement procedures of The Nasdaq Stock Market LLC (the “Nasdaq”).

2.4 Stock Issuance:

(a) Any issuance of Shares as Consideration shall be structured as exempt issuance from the registration requirements of the Securities Act and subject to approval of the Board of Directors of Party B and compliance with the applicable requirements of the Nasdaq, including but not limited to Listing Rule 5635, as well as compliance with U.S. federal and state securities laws. Notwithstanding anything herein to the contrary, the Company shall not issue to Party A, and Party A shall not be entitled to receive, a number of Shares pursuant to this Agreement which, when aggregated with all other issuances of common stock of the Company to Party A under this Agreement or otherwise, would exceed 19.99% of the Company’s outstanding Common Stock as of September 11, 2025 (the “Cap”), unless and until the Company obtains the requisite shareholder approval as required by Nasdaq Listing Rule 5635. For the avoidance of doubt, any portion of the Consideration that cannot be satisfied in Shares due to the Cap shall instead be payable in cash by the Company. The Company’s transfer agent shall be entitled to rely upon written instructions from the Company in enforcing this provision.

(b) The price per Share shall be based on the volume-weighted average trading price of the common stock of Party B over the five (trading) consecutive trading days immediately prior to the date of issuance, (the “VWAP Price”). Notwithstanding the foregoing, the price per Share shall not be less than the “Minimum Price” as defined in Nasdaq Listing Rule 5635(d) (or any successor rule), to ensure the transaction is not considered a transaction other than a public offering at a price less than the Minimum Price.

(c) Party A acknowledges and agrees that the issuance of Shares will require the filing of one or more current reports on Form 8-K, and other public disclosure by Party B, and Party A shall cooperate with Party B in providing any necessary information for such filings in a timely manner.

(d) The Shares shall be subject to a contractual lock-up period of six (6) months following the issuance date, during which Party A shall not sell, transfer or otherwise dispose of such Shares without Party B's prior written consent, except as permitted by law.

3. Rights and Obligations of Party A

3.1 Waiver of Authorship Rights. Party A hereby waives the right to be identified as the author of the Works and any related rights of attribution.

3.2 Waiver of Additional Compensation. Except as expressly provided herein, Party A waives any right to additional compensation or royalties in respect of the Works.

3.3 Non-Re-Transfer. Party A shall not re-transfer or attempt to re-transfer any copyrights already transferred to Party B without Party B's prior written consent.

3.4 Delivery Obligation. Party A shall deliver to Party B complete versions of the Works, including lyrics, composition, vocals, and mixing, in a format reasonably requested by Party B.

3.5 Transferred Rights. The transferred rights expressly include, without limitation:

- (a) public performing right;
- (b) reproduction right;
- (c) mechanical license;
- (d) synchronization license;
- (e) master license; and
- (f) any and all analogous rights under applicable law.

3.6 Investment Representations. If any portion of the Consideration is paid in Shares, Party A represents, warrants, acknowledges, and agrees, as of the date hereof and as of the date of any issuance of Shares, that:

- (a) it is acquiring the Shares for investment purposes only and not with a present view to resale or distribution in violation of applicable securities laws; it is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act, and as a condition precedent to the issuance of any Shares, it shall promptly deliver to Party B a duly executed investor questionnaire and other documentation reasonably required by Party B to verify such status;
 - (b) it understands that the Shares have not been, and will not be, registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, and are being issued in reliance upon a specific exemption from the registration provisions of the Securities Act and such state securities laws;
 - (c) it will not sell, transfer or dispose of the Shares except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom; and
 - (d) it will execute such additional investor representation letters or lock-up agreements as reasonably requested by Party B to comply with The Nasdaq rules and applicable securities laws.
- (e) It understands that the Shares are "restricted securities" under the Securities Act and that a restrictive legend in substantially the following form will be placed on any book entries representing the Shares:
- "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF UNLESS REGISTERED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE."

4. Rights and Obligations of Party B

4.1 Ownership Rights. Upon transfer, Party B shall enjoy full rights in the Works as owner, including, without limitation, naming rights, adaptation rights, performance rights, cinematographic rights, broadcasting rights, recording rights, digital distribution rights, and all other rights enumerated under Section 201(b) of the U.S. Copyright Act.

4.2 Payment Obligation. Party B shall pay the Consideration to Party A in accordance with Section 2 of this Agreement.

4.3 Promotional Use. Party B may use Party A's name, likeness, and related honors for promotional purposes in connection with the Works, provided such use is consistent with applicable law and maintains a positive image. Party A shall reasonably cooperate in such promotional activities.

4.4 Interpretation Rights. Party B retains the final right of interpretation regarding the scope of the rights transferred under this Agreement, provided that such interpretation does not override the express terms hereof.

4.5 Nasdaq and Securities Law Compliance. Party B's obligation to issue any Shares as Consideration is expressly conditioned upon (a) final approval by its Board of Directors, (b) confirmation that such issuance does not require shareholder approval under the applicable rules of The Nasdaq Stock Market, or if required, the receipt of such shareholder approval, and (c) full compliance with U.S. federal and state securities laws.

4.7 Disclosure and Filings. Party B shall be entitled to make such disclosures, filings, or public announcements as it deems necessary or advisable under the rules of the U.S. Securities and Exchange Commission (the "SEC") and the Nasdaq, including but not limited to filings on Form 8-K and inclusion in periodic reports. Party A agrees to cooperate with Party B in providing any required information.

5. Confidentiality

5.1 Confidentiality Obligation. Each Party shall maintain the confidentiality of this Agreement shall maintain the confidentiality of this Agreement and any non-public information received from the other Party in connection herewith ("Confidential Information"). Neither Party shall disclose Confidential Information without the prior written consent of the other, except (a) to the extent required by applicable law, regulation, or court order, or (b) by Party B in connection with its obligations to make disclosures under the rules of the SEC or the Nasdaq, including, without limitation, the filing of a Current Report on Form 8-K to disclose the execution of this Agreement and the transactions contemplated herein, and the filing of this Agreement as an exhibit to such report or Party B's periodic reports.

5.2 Survival. This confidentiality obligation shall survive termination or expiration of this Agreement.

6. Force Majeure

If either Party is prevented from performing its obligations hereunder by reason of fire, flood, earthquake, epidemic, pandemic, war, governmental action, labor dispute, or any other event beyond its reasonable control ("Force Majeure"), such Party shall promptly notify the other Party and shall be excused from performance during the period of delay caused by such event. Performance shall resume as soon as practicable after the Force Majeure event has ceased.

7. Breach of Contract

7.1 Good Faith. Both Parties shall perform this Agreement in good faith.

7.2 Remedies. If a Party breaches this Agreement and causes loss to the other, the non-breaching Party may pursue all remedies available at law or in equity.

7.3 Unauthorized Transfer. If Party A re-transfers any copyrights without written consent of Party B or if the Works infringe third-party rights, Party B may terminate this Agreement and claim damages.

7.4 Delayed Payment. If Party B fails to pay any cash portion of the Consideration when due, Party B shall pay Party A liquidated damages at the rate of 0.1% per day of the

unpaid amount until paid in full, subject to applicable law.

7.5 Failure to Cure. If Party A fails to cure a breach within the period specified by Party B in written notice, Party B may terminate this Agreement and pursue damages.

7.6 Indemnification Procedure. If any claim is commenced against Party B for which it is entitled to indemnification under Section 1.8 (a “Claim”), Party B shall give Party A prompt written notice of such Claim. Party A shall have the right to assume the defense of such Claim with counsel reasonably satisfactory to Party B. Party B shall have the right to participate in the defense of any Claim with its own counsel at its own expense. Party A shall not settle any Claim without Party B’s prior written consent (which shall not be unreasonably withheld) if such settlement imposes any non-monetary obligation on Party B or does not include a full and unconditional release of Party B from all liability with respect to such Claim.

8. Dispute Resolution

8.1 Negotiation. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement through amicable consultation.

8.2 Jurisdiction. If no resolution is reached, either Party may submit the dispute to the state or federal courts located in the State of New York, which shall have exclusive jurisdiction. Each Party irrevocably consents to such jurisdiction and venue.

9. Miscellaneous

9.1 Entire Agreement. This Agreement (together with its annexes) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings.

9.2 Amendment. No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.

9.3 Counterparts. This Agreement may be executed in counterparts (including by electronic signature), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles.

9.5 Prevailing Party. In the event of litigation, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees and costs.

9.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Party B may assign this Agreement or any rights or obligations hereunder without the prior written consent of Party A.

9.7 No Third Party Beneficiaries. This Agreement is intended for the benefit of the Parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

9.8 Further Assurances. Party A shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as Party B may reasonably request to the extent necessary to effectively carry out the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

Party A: Streams Ohio Corp (Signature)

By: */s/ XingGuang Ma*

Name: XingGuang Ma

Title: Chief Executive Officer

Date: September 12, 2025

Party B: Professional Diversity Network, Inc. (Signature)

By: */s/ Xun Wu*

Name: Xun Wu

Title: Chief Executive Officer

Date: September 12, 2025

CONSULTING AGREEMENT

This Copyright Transfer Agreement (“Agreement”) is made and entered into on **September 12, 2025**, by and between:

B&W Capital Group LLC, a first-class American company registered in Delaware (“Party A” or the “Consultant”), and

Professional Diversity Network, Inc., a Delaware corporation listed on the Nasdaq Capital Market in the United States (“Party B” or the “Company”).

WHEREAS, Party B desires to expand its business sectors into Web3.0 digital copyright monetization and related asset-backed product offering, including multiple music works as future WEB3.0 real-world asset digital monetization products (RWA) and as digital copyright trading products for its WEB3.0 investment banking business;

THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Engagement of Services

1.1 The Company hereby engages the Consultant to provide strategic, business development, capital markets advisory, investor relations, and such other consulting services as may reasonably be requested by the Company’s management or board of directors (the “Board of Directors”) from time to time (collectively, the “Services”).

1.2 The Consultant accepts such engagement and agrees to perform the Services diligently and in good faith.

2. Compensation and Stock Issuance

2.1 As full consideration (the “Consideration”) for the Services, the Company shall issue to the Consultant Five Hundred and Fifty Thousand (550,000) shares of the Company’s common stock (the “Shares”).

2.2 The Shares shall be issued within 7 business days following the execution of this Agreement. Any issuance of the Shares shall be effected by book-entry through the transfer agent of the Company, in accordance with customary settlement procedures of The Nasdaq Stock Market LLC (the “Nasdaq”).

2.3 Party A understands and acknowledges that the securities being issued are “restricted securities” under applicable federal and state securities laws and may not be sold, transferred, assigned, pledged or otherwise disposed of unless they are registered under the Securities Act of 1933, as amended (the “Securities Act”), and subject to approval of the Board of Directors of the Company and compliance with the applicable requirements of the Nasdaq, including but not limited to Listing Rule 5635 and applicable state laws or an exemption from such registration is available. Notwithstanding anything herein to the contrary, the Company shall not issue to Party A, and Party A shall not be entitled to receive, a number of Shares pursuant to this Agreement which, when aggregated with all other issuances of common stock of the Company to Party A under this Agreement or otherwise, would exceed 19.99% of the Company’s outstanding common stock as of September 11, 2025 (the “Cap”), unless and until the Company obtains the requisite shareholder approval as required by Nasdaq Listing Rule 5635. For the avoidance of doubt, any portion of the Consideration that cannot be satisfied in Shares due to the Cap shall instead be payable in cash in an amount agreed by both parties in written. The Company’s transfer agent shall be entitled to rely upon written instructions from the Company in enforcing this provision.

2.4. Accredited Investor Status. Party A hereby represents and warrants that (i) it is an “accredited investor” as defined in Rule 501(a) of Regulation D under the Securities Act, and (ii) it is acquiring the securities for its own account and not with a view to or for sale in connection with any distribution of the securities in violation of the Securities Act. Party A acknowledges that the securities were not offered to it by means of any general solicitation or public advertising.

2.5 The Shares will be subject to restrictions on transfer and resale under the Securities Act and applicable state securities laws.

3. Term

The term of this Agreement shall commence on the Effective Date and shall continue for a period of 12 months, unless terminated in accordance with Section 7 of this Agreement.

4. Independent Contractor

The Consultant is retained as an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture between the Company and the Consultant.

5. Confidentiality

5.1 Confidentiality Obligation. Each Party shall maintain the confidentiality of this Agreement shall maintain the confidentiality of this Agreement and any non-public information received from the other Party in connection herewith (“Confidential Information”). Neither Party shall disclose Confidential Information without the prior written consent of the other, except (a) to the extent required by applicable law, regulation, or court order, or (b) by Party B in connection with its obligations to make disclosures under the rules of the U.S. Securities and Exchange Commission (the “SEC”) or the Nasdaq, including, without limitation, the filing of a Current Report on Form 8-K to disclose the execution of this Agreement and the transactions contemplated herein, the filing of this Agreement as an exhibit to such report or Party B’s periodic reports, and the submission of this Agreement as a part of the Listing of Additional Shares (LAS) Notification to Nasdaq.

5.2 Survival. This confidentiality obligation shall survive termination or expiration of this Agreement.

6. Force Majeure

If either Party is prevented from performing its obligations hereunder by reason of fire, flood, earthquake, epidemic, pandemic, war, governmental action, labor dispute, or any other event beyond its reasonable control (“Force Majeure”), such Party shall promptly notify the other Party and shall be excused from performance during the period of delay caused by such event. Performance shall resume as soon as practicable after the Force Majeure event has ceased.

7. Breach of Contract

7.1 Good Faith. Both Parties shall perform this Agreement in good faith.

7.2 Remedies. If a Party breaches this Agreement and causes loss to the other, the non-breaching Party shall be entitled to seek all remedies available at law or in equity.

7.3 Delayed Payment. If Party B fails to pay any cash portion, if applicable, of the Consideration when due, Party B shall pay Party A liquidated damages at the rate of 0.1% per day of the unpaid amount until paid in full, subject to applicable law.

7.4 Failure to Cure. If Party A fails to cure a breach within the period specified by Party B in written notice, Party B may terminate this Agreement and recover any damages incurred prior to termination.

8. Dispute Resolution

8.1 Negotiation. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement through amicable consultation.

8.2 Jurisdiction. If no resolution is reached within a reasonable period, either Party may submit the dispute to the state or federal courts located in the State of Delaware, which shall have exclusive jurisdiction. Each Party irrevocably consents to such jurisdiction and venue.

9. Miscellaneous

9.1 Entire Agreement. This Agreement (together with its annexes) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings.

9.2 Amendment. No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.

9.3 Counterparts. This Agreement may be executed in counterparts (including by electronic signature), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

9.5 Prevailing Party. In the event of a litigation arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred for such litigation.

9.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Party B may assign this Agreement or any rights or obligations hereunder without the prior written consent of Party A.

9.7 No Third Party Beneficiaries. This Agreement is intended for the benefit of the Parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

9.8 Further Assurances. Party A shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as Party B may reasonably request to the extent necessary to effectively carry out the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

Party A: B&W Capital Group LLC (Signature)

By: */s/ Ting Yang Cao*

Name: Ting Yang Cao

Title: Chief Executive Officer

Date: September 12, 2025

Party B: Professional Diversity Network, Inc. (Signature)

By: */s/ Xun Wu*

Name: Xun Wu

Title: Chief Executive Officer

Date: September 12, 2025