

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): November 25, 2025(November 24, 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.

On November 24, 2025, Professional Diversity Network, Inc. (the “Company”) entered into a copyright transfer agreement (the “Copyright Agreement”) with Shohan Event Organizers Co., L.L.C. (the “Copyright Seller”), a non-affiliated accredited investor. Pursuant to the Copyright Agreement, the Company agreed to acquire five (5) original musical works from the Copyright Seller for \$1,576,920. 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 927,600 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.

The foregoing description of the Copyright Agreement does not purport to be complete and is qualified in its entirety by reference to Exhibit 10.1 to this Current Report on Form 8-K (this “Form 8-K”), 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 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 Copyright 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 November 24, 2025, by and between Professional Diversity Network, Inc., Inc. and Shohan Event Organizers Co., L.L.C.
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.

Date: November 25, 2025

Professional Diversity Network, Inc.

By: /s/ Xun Wu

Name: Xun Wu

Title: Chief Executive Officer

COPYRIGHT TRANSFER AGREEMENT

This Copyright Transfer Agreement (“Agreement”) is entered into as of November 24, 2025, by and between:

Shohan Event Organizers Co., L.L.C., a limited liability company incorporated in the United Arab Emirates (“Party A”), and

Professional Diversity Network, Inc., a Delaware corporation with its shares of common stock listed on the Nasdaq Capital Market in the United States (“Party B” or the “Company,” and together with Party A, the “Parties”).

Recitals

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;

NOW, 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. Works and Copyright Transfer

1.1 Works

Party A shall create and deliver a total of five (5) original musical works (the “Works”).

1.2 Type: Musical works.

1.3 Assignment of Copyright

Subject to the terms of this Agreement, Party A irrevocably assigns, transfers and conveys to Party B all worldwide rights, title, and interests in and to the Works and all associated copyrights, including all rights under 17 U.S.C. §106 and comparable foreign rights, free and clear of any liens, claims, or encumbrances.

1.4 Delivery Deadline

Party A shall complete and provide the Works to Party B by December 8, 2025, unless Party B grants a written extension.

1.5 Originality and Documentation

Party A represents and warrants that the Works are original creations by Party A. Should any portion of a Work incorporate third-party or derivative material, Party A shall supply documentation demonstrating valid licenses or assignments covering such material.

1.6 Content Requirements

The Works shall not include any content prohibited by applicable law, including but not limited to content involving national security risks, obscene or defamatory content, incitement of illegal activity, infringement of third-party rights or other unlawful or harmful content.

1.7 Transferred Rights

The rights transferred to Party B include, without limitation:

reproduction

distribution

rental

public performance

exhibition

broadcasting

information-network dissemination

adaptation

translation

compilation

cinematographic and audiovisual production rights

1.8 Warranties

Party A represents and warrants that it possesses all rights necessary to transfer the Works and that no portion infringes any third-party rights. Party A shall indemnify Party B for any losses arising from a breach of this warranty. 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

To the fullest extent permitted by law, Party A irrevocably waives and agrees not to assert any moral rights, including rights of attribution and integrity.

2. Transfer Fee and Payment

2.1 Fee: The total copyright transfer fee shall be USD 1,576,920 (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 927,600 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 (“Nasdaq”).

2.4 Nasdaq and Legal Compliance

- (a) Any issuance of Shares shall be structured as exempt issuance from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), and subject to approval of the board of directors of Party B and shall comply with applicable U.S. federal and state securities laws and Nasdaq requirements, including Nasdaq Listing Rule 5635. Notwithstanding anything herein to the contrary, Party B 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 Party B to Party A under this Agreement or otherwise, would exceed 19.99% of Party B’s outstanding shares of common stock as of November 20, 2025 (the “Cap”), unless and until Party B obtains the requisite shareholder approval as required by Nasdaq Listing Rule 5635. Party B’s transfer agent shall be entitled to rely upon written instructions from the Company in enforcing this provision.
- (b) The issuance price per Share shall be calculated based on the volume-weighted average price (VWAP) over the five (5) consecutive trading days immediately preceding the issuance date, and in no event shall be below the “Minimum Price” under Nasdaq Listing Rule 5635(d).

2.5 Disclosure

Party A acknowledges and agrees that the issuance of Shares will require Party B to file public disclosures, including Current Report on Form 8-K filings, and disclosure to Nasdaq, and agrees to provide any information reasonably required for such compliance in a timely manner.

2.6 Lock-Up Restriction

Shares issued to Party A shall be subject to a six-month lock-up, during which Party A may not sell, transfer, or dispose of the Shares without Party B’s prior written consent, except where permitted by law.

3. Obligations of Party A

3.1 Authorship Waiver

Party A waives the right to be credited as the author of the Works and any related rights of attribution.

3.2 No Additional Compensation

Party A shall not claim any additional payments, royalties, or consideration beyond what is expressly provided herein.

3.3 No Re-Transfer

Party A shall not re-transfer or attempt to re-transfer any rights after they have been assigned to Party B.

3.4 Delivery Requirements

Party A shall provide Party B with complete versions of the Works—including lyrics, composition, vocals, mixing, and other components—in the format reasonably requested by Party B.

3.5 Rights Included

Transferred rights include public performance, reproduction, synchronization, mechanical license, master rights, and all analogous rights under relevant laws.

3.6 Securities Representations

Party A represents 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, 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;
- (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; and
- (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. Obligations of Party B

4.1 Ownership

Upon transfer, Party B shall have full ownership of the Works, including all associated rights listed in Section 1.7.

4.2 Share Issuance

Party B shall issue the Shares to Party A in accordance with Section 2.

4.3 Promotional Use

Party B may use Party A's name, likeness and related honors for promotional purposes relating to the Works, provided such use is lawful and maintains a positive public image. Party A shall reasonably cooperate in such promotional activities.

4.4 Interpretive Authority

Party B retains the right to interpret the scope of the transferred rights, so long as such interpretation does not contradict the explicit terms of this Agreement.

4.5 Regulatory Compliance

The issuance of Shares is conditioned upon (a) final approval by its board of directors, (b) confirmation that such issuance does not require shareholder approval under the applicable Nasdaq rules, or if required, the receipt of such shareholder approval, and (c) full compliance with U.S. federal and state securities laws.

4.6 Required Disclosures

Party B may make disclosures it deems necessary under the U.S. Securities and Exchange Commission (the "SEC") and Nasdaq rules. Party A shall reasonably cooperate in providing required information.

5. Confidentiality

Each Party 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 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. This confidentiality obligation shall survive termination or expiration of this Agreement.

6. Force Majeure

A Party affected by events beyond its reasonable control shall be excused from performance for the duration of such events, with notice to the other Party.

7. Breach and Remedies

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 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.

7.5 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

The Parties shall first attempt negotiation in good faith. If unresolved, disputes shall be brought exclusively in 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

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings; may only be amended in writing; 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; is governed by and construed in accordance with New York law, without regard to conflicts of law principles; binds successors and permitted assigns, and creates no third-party beneficiary rights. Party B may assign this Agreement without Party A’s consent. In the event of litigation, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees and costs. 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: Shohan Event Organizers Co., L.L.C. (Signature)

By: */s/ Jaze Muhammed*

Name: Jaze Muhammed

Title: Chief Executive Officer

Date: 11/24/2025

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

By: */s/ Xun Wu*

Name: Xun Wu

Title: Chief Executive Officer

Date: 11/24/2025