

FORM 8-K

BOOST RUN INC.
(Exact Name of Registrant as Specified in Its Charter)

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. ☐

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

RSU Grants to Executive Officers

As previously disclosed in the Company's Registration Statement on Form S-4 (File No. 333-277476), as filed with the Securities and Exchange Commission (the "SEC") on March 6, 2024 and as amended, and the Company's Registration Statement on Form S-8 (File No. 333-281048), as filed with the SEC on July 20, 2026 (the "S-8"), in connection with the business combination between Willow Lane Acquisition Corp. and Boost Run Holdings, LLC (the "Business Combination"), the Company reserved 9,214,301 shares of common stock (representing approximately 15% of the Company's outstanding common stock at the time of the Business Combination) for issuance under the Boost Run Inc. 2026 Omnibus Incentive Plan (the "2026 Plan"). On September 29, 2026, the Compensation Committee of the Board of Directors of Boost Run Inc. (the "Company") approved grants of time-based restricted stock units ("RSUs") under the 2026 Plan to Erik Guckel, the Company's Chief Financial Officer, Harilaos Georgakopoulos, the Company's Chief Operating Officer, and Daniel Gormley-Rahn, the Company's Chief Technology Officer. These individuals are executive officers of the Company, and the awards therefore constitute material compensatory arrangements reportable under Item 5.02(e) of Form 8-K.

Mr. Guckel, Mr. Georgakopoulos, and Mr. Gormley-Rahn were granted 2,890,000, 300,000, and 1,400,000 RSUs, respectively (the "Executive RSUs"). The grant-date fair values of the Executive RSUs for Mr. Guckel, Mr. Georgakopoulos, and Mr. Gormley-Rahn were approximately \$48,118,500, \$4,995,000, and \$23,310,000, respectively, based on the closing price of the Company's common stock on the grant date of \$16.65. Forty percent (40%) of Mr. Guckel's Executive RSUs will vest on May 15, 2027, and the remaining sixty percent (60%) will vest in eight substantially equal quarterly installments through June 15, 2029, in each case, subject to Mr. Guckel's continued service through each applicable vesting date. Mr. Georgakopoulos's Executive RSUs will vest in substantially equal annual installments on September 29, 2027, September 29, 2028, and September 29, 2029, subject to Mr. Georgakopoulos's continued service through each applicable vesting date. Mr. Gormley-Rahn's Executive RSUs will vest in nine substantially equal quarterly installments beginning May 15, 2027 and continuing through June 15, 2029, subject to Mr. Gormley-Rahn's continued service through each applicable vesting date.

Mr. Guckel serves as the Company's Chief Financial Officer. As previously disclosed in the Company's Form S-4, Mr. Guckel's employment with the Company was a condition precedent to the closing of the Business Combination. The RSU award was granted in recognition of Mr. Guckel's outstanding leadership role related to the SPAC transaction and his extensive responsibilities in establishing the Company's finance function as a pre-transaction (founder) senior executive who held no founder shares. Mr. Gormley-Rahn serves as the Company's Chief Technology Officer. The RSU award was granted to provide additional incentive to Mr. Gormley-Rahn in connection with his leadership over all of the Company's GPU deployments and in preparation for him assuming expanded responsibilities within the Company.

The RSUs were granted pursuant to the 2026 Plan and a form of restricted stock unit award agreement (the “RSU Agreement”). Copies of the RSU Agreements for Mr. Guckel, Mr. Georgakopoulos, and Mr. Gormley-Rahn are filed as Exhibits 10.1, 10.2, and 10.3, respectively, to this Current Report on Form 8-K and are incorporated herein by reference. The foregoing description of the RSUs does not purport to be complete and is qualified in its entirety by reference to such exhibits.

Cash Recognition Award to Chief Operating Officer and Director

On September 29, 2026, the Compensation Committee of the Board of Directors of the Company recommended, and the Board of Directors (acting through its disinterested directors) approved, a one-time special cash recognition award in the aggregate amount of \$1,000,000 (the “Cash Recognition Award”) to Harilaos Georgakopoulos, the Company’s Chief Operating Officer and Director. Mr. Georgakopoulos recused himself from deliberation and vote on the award. The Cash Recognition Award is a one-time special incentive award and is not granted under the Company’s 2026 Omnibus Incentive Plan.

The Cash Recognition Award is allocated and payable in three installments as follows: (i) \$500,000, payable on October 15, 2026; (ii) \$300,000, payable on January 15, 2027; and (iii) \$200,000, payable on April 15, 2027 (each, a “Payment Date”). Payment of each installment is subject to Mr. Georgakopoulos’s continued employment with the Company in good standing on the applicable Payment Date and his satisfactory performance of his duties as Chief Operating Officer (or in another executive-level position) from the effective date of the award through each Payment Date.

If Mr. Georgakopoulos voluntarily resigns or is terminated for Cause prior to the twenty-four-month anniversary of the first payment date, all unpaid installments will be forfeited and he will be required to repay the gross amount of any payments previously received. If Mr. Georgakopoulos’s employment terminates due to his death or disability, all unpaid installments will accelerate and become payable, subject to execution of a release of claims. If the Company terminates Mr. Georgakopoulos’s employment without “Cause” (as defined in the award agreement) during the twelve-month period following a “Change in Control” (as defined in the Company’s 2026 Omnibus Incentive Plan), all unpaid installments will accelerate and become payable, subject to execution of a release of claims.

The Cash Recognition Award was made pursuant to a Special Cash Recognition Award Agreement, dated as of September 29, 2026, between the Company and Mr. Georgakopoulos. A copy of the Special Cash Recognition Award Agreement is filed as Exhibit 10.4 to this Current Report on Form 8-K and is incorporated herein by reference. The foregoing description of the Cash Recognition Award does not purport to be complete and is qualified in its entirety by reference to such exhibit.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Restricted Stock Unit Award Agreement under the Boost Run Inc. 2026 Omnibus Incentive Plan (Erik Guckel)
10.2	Restricted Stock Unit Award Agreement under the Boost Run Inc. 2026 Omnibus Incentive Plan (Harilaos Georgakopoulos)
10.3	Restricted Stock Unit Award Agreement under the Boost Run Inc. 2026 Omnibus Incentive Plan (Daniel Gormley-Rahn)
10.4	Special Cash Recognition Award Agreement, dated as of September 29, 2026, by and between Boost Run Inc. and Harilaos Georgakopoulos
104	Cover Page Interactive File (the cover page XBRL tags are embedded in 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.

Dated: October 5, 2026

BOOST RUN INC.

By: */s/ Erik Guckel*

Erik Guckel

Chief Financial Officer

BOOST RUN INC.
2026 OMNIBUS INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT AGREEMENT (this “Agreement”) is made effective as of September 29, 2026, (the “Grant Date”) by and between Boost Run Inc., a Delaware corporation (the “Company”), and Erik Guckel (the “Participant”), pursuant to the Boost Run Inc. 2026 Omnibus Incentive Plan, as in effect and as amended from time to time (the “Plan”). Capitalized terms that are not defined herein shall have the meanings given to such terms in the Plan.

WHEREAS, the Company has adopted the Plan in order to grant Awards from time to time to certain key Employees, Directors and Consultants of the Company and its Subsidiaries or Affiliates; and

WHEREAS, the Participant is an Eligible Recipient as contemplated by the Plan, and the Administrator has determined that it is in the interest of the Company to make this grant to the Participant.

NOW, THEREFORE, in consideration of the premises and subject to the terms and conditions set forth herein and in the Plan, the parties hereto agree as follows:

1. Grant and Vesting of Restricted Stock Units.

(a) Shares Subject to Award. As of the Grant Date, the Participant will be credited with 2,890,000 Restricted Stock Units. Each Restricted Stock Unit is a notional amount that represents the right to receive one Share of Common Stock of the Company, subject to the terms and conditions of the Plan and this Agreement, if and when the Restricted Stock Unit vests.

(b) Vesting. Forty percent (40%) of the Restricted Stock Units shall vest on May 15, 2027. The remaining sixty percent (60%) of the Restricted Stock Units shall vest in eight (8) substantially equal installments on each of September 15, 2027, December 15, 2027, March 15, 2028, June 15, 2028, September 15, 2028, December 15, 2028, March 15, 2029, and June 15, 2029, in each case, subject to the Participant’s continuous service with the Company or a Subsidiary or Affiliate thereof, as applicable, whether as an Employee, Director, or Consultant (“Service”), from the Grant Date through each applicable vesting date. For purposes of this Agreement, the Vesting Start Date shall be September 29, 2026. Notwithstanding anything herein to the contrary, no Restricted Stock Unit shall vest prior to the date on which a registration statement on Form S-8 with respect to the Shares has been filed. For the avoidance of doubt, if the Participant incurs a change in status from an Employee to a Non-Employee Director or a Consultant of the Company or an Affiliate before the Restricted Stock Units have vested, such change in status alone shall not constitute a termination of Service for purposes of this Award.

2. Rights as a Stockholder; Dividend Equivalents.

(a) The Participant will not be entitled to vote in respect of any Restricted Stock Unit or underlying Share, whether vested or unvested.

(b) If the Company declares a cash dividend on its Shares, then, on the payment date of the dividend, the Participant will be credited with dividend equivalents equal to the amount of cash dividend per Share multiplied by the number of Restricted Stock Units credited to the Participant through the record date. The dollar amount credited to the Participant under the preceding sentence will be credited to an account ("Account") established for the Participant for bookkeeping purposes only on the books of the Company. The balance in the Account will be subject to the same terms regarding vesting and forfeiture as the Participant's Restricted Stock Units awarded under this Agreement, and will be paid in cash in a single sum at the time that the Shares associated with the Participant's Restricted Stock Units are delivered (or forfeited at the time that the Participant's Restricted Stock Units are forfeited).

3. Termination of Service; Breach of Restrictive Covenants.

(a) Unvested Portion Forfeited. Any portion of the Restricted Stock Units that is not vested as of the date of the Participant's termination of Service shall terminate and be cancelled immediately upon such termination, except as otherwise provided in this Section 3.

(b) Termination without Cause or for Good Reason.

(i) In the event that the Participant's Service is terminated by the Company without Cause or by the Participant for Good Reason (if applicable) outside of the twelve (12) month period following a Change in Control, the Participant shall vest in the greater of (i) fifty percent (50%) of the Restricted Stock Units unvested as of the date of termination or (ii) a pro-rata portion of the Restricted Stock Units based on the number of days of Service through the date of termination divided by the number of days in the applicable vesting period in which the termination occurs. Any remaining unvested Restricted Stock Units shall be forfeited and cancelled as of the date of termination.

(ii) In the event that the Participant's Service is terminated by the Company without Cause or by the Participant for Good Reason (if applicable) within the twelve (12) month period following a Change in Control, the Participant shall vest in any Restricted Stock Units that are outstanding and unvested as of the date of termination.

(c) Termination due to Death or Disability. The Restricted Stock Units shall vest in full upon the Participant's death or Disability prior to the termination of the Participant's Service.

(d) Termination for Cause; Breach of Restrictive Covenants. In the event that (i) the Participant's Service terminates for Cause (as defined in the Plan) or (ii) the Participant breaches any written restrictive covenant agreement with the Company or a Subsidiary or Affiliate thereof (whether prior to or after the termination of the Participant's Service), all Restricted Stock Units held by the Participant, whether vested or unvested, shall terminate and be cancelled immediately upon such termination of Service.

(e) Other Termination of Service. In the event that the Participant's Service terminates for any reason other than as described in Section 3(b), 3(c) or 3(d), any then-vested Restricted Stock Units shall remain outstanding and shall be paid out in accordance with their terms. All unvested Restricted Stock Units shall be forfeited immediately upon such termination of Service, and the Participant shall have no further rights with respect to such forfeited Restricted Stock Units.

4. Settlement. Once a Restricted Stock Unit vests, the Participant will be entitled to receive a Share in its place, subject to the satisfaction of applicable tax obligations, including, without limitation, the Company's right to effect a mandatory "sell to cover" transaction on the Participant's behalf in accordance with Section 5 of this Agreement and Section 16 of the Plan. Delivery of the Share will be made as soon as administratively feasible following the vesting of the associated Restricted Stock Unit, but in no case later than two and a half (2.5) months following the year in which the applicable vesting date occurred. Shares will be credited to an account established for the benefit of the Participant with the Company's administrative agent. The Participant will have full legal and beneficial ownership of the Shares at that time.

5. Tax Withholding; Authorization of Mandatory Sale to Satisfy Tax Obligation. The Company or any Affiliate thereof shall, in accordance with Section 16 of the Plan, have the power to withhold, or require the Participant to remit to the Company or such Affiliate thereof, cash or Shares that are distributable to the Participant with respect to the Restricted Stock Units in an amount sufficient to satisfy the federal, state, and local withholding tax requirements, both domestic and foreign, relating to such transaction, and the Company or such Affiliate thereof may defer payment of cash or issuance of Shares until such requirements are satisfied; provided, however, that such amount may not exceed the maximum statutory withholding rate. Without limiting the foregoing or the Company's rights to satisfy withholding obligations as described under Section 16 of the Plan, and notwithstanding anything to the contrary in this Agreement, the Participant hereby authorizes the Company to satisfy the applicable tax withholding or remittance requirements by arranging, on the Participant's behalf, a mandatory sale (a "sell to cover" transaction) of a number of Shares issuable in respect of the Restricted Stock Units sufficient to satisfy such applicable tax obligation and collecting and retaining the proceeds of such mandatory sale for remittance to the appropriate tax or other governmental authority.

6. Nontransferability of Awards. The Restricted Stock Units granted hereunder may not be sold, transferred, pledged, assigned, encumbered or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution or, on such terms and conditions as the Administrator shall establish, to a permitted transferee.

7. Beneficiary Designation. The Participant may from time to time name any beneficiary or beneficiaries (who may be named contingently or successively) by whom any right under the Plan and this Agreement is to be exercised in case of his or her death. Each designation will revoke all prior designations by the Participant, shall be in a form reasonably prescribed by the Administrator, and will be effective only when filed by the Participant in writing with the Administrator during his or her lifetime.

8. Adjustments. The Shares subject to the Restricted Stock Units may be adjusted in any manner as contemplated by Section 5 of the Plan.

9. Requirements of Law. The issuance of Shares following vesting of the Restricted Stock Units shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required. No Shares shall be issued upon vesting of any portion of the Restricted Stock Units granted hereunder if such issuance would result in a violation of applicable law, including the U.S. federal securities laws and any applicable state or foreign securities laws.

10. No Guarantee of Continued Service. Nothing in the Plan or in this Agreement shall interfere with or limit in any way the right of the Company or an Affiliate thereof to terminate the Participant's Service at any time or confer upon the Participant any right to continued Service.

11. No Rights as a Stockholder. Except as provided in Section 2 above or as otherwise required by law, the Participant shall not have any rights as a stockholder with respect to any Shares covered by the Restricted Stock Units granted hereunder prior to the date on which he or she is recorded as the holder of those Shares on the records of the Company.

12. Interpretation; Construction. Any determination or interpretation by the Administrator under or pursuant to this Agreement shall be final and conclusive on all persons affected hereby. Except as otherwise expressly provided in the Plan, in the event of a conflict between any term of this Agreement and the terms of the Plan, the terms of the Plan shall control.

13. Amendments. The Administrator may, in its sole discretion, at any time and from time to time, alter or amend this Agreement and the terms and conditions of any unvested Restricted Stock Unit, in whole or in part, including without limitation, amending the criteria for vesting set forth in Section 1 hereof or substituting alternative vesting criteria; provided that such alteration, amendment, suspension or termination shall not adversely alter or impair the rights of the Participant to the Restricted Stock Unit without the Participant's consent. The Company shall give written notice to the Participant of any such alteration or amendment of this Agreement as promptly as practicable after the adoption thereof. This Agreement may also be amended by a writing signed by both the Company and the Participant.

14. Erroneously Awarded Compensation. Notwithstanding any provision of the plan or in this Agreement to the contrary and in consideration of receiving this Award, the Restricted Stock Units (including the gross amount of any proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt of this Award, or the receipt or resale of any shares of Common Stock underlying this Award or any other amounts or benefits as required by applicable law) shall be forfeited and/or clawed back, as determined by the Administrator, upon the breach by the Participant of any restrictive covenants, or obligations of nondisparagement or confidentiality owed by the Participant to the Company or any of its Affiliates; such Award or the receipt or resale of any shares of Common Stock underlying this Award, and any proceeds, gains or other economic benefit thereto shall also be subject to any compensation recovery and/or recoupment policy that may be adopted and amended from time to time by the Company to comply with applicable law, including, without limitation, Section 10D of the Exchange Act, any applicable rules or regulations promulgated by the Securities and Exchange Commission or any national securities exchange or national securities association on which Shares may be traded, or to comport with good corporate governance practices, as such policies may be amended from time to time. Any such policy may subject a Participant's Award and amounts paid or realized with respect to Awards granted hereunder to reduction, cancellation, forfeiture or recoupment if certain specified events or wrongful conduct occur, including an accounting restatement due to the Company's material noncompliance with financial reporting regulations or other events or wrongful conduct specified in any such clawback policy, as may be amended from time to time.

15. Miscellaneous.

(a) Volume Trading Limitation. The Participant agrees that, without the prior written approval of the Company's Chief Executive Officer or other authorized officer, the Participant shall not sell, transfer, or otherwise dispose of, directly or indirectly, more than five percent (5%) of the total trading volume of the Company's common stock on any trading day, as reported on the principal securities exchange on which the stock is listed (the "Volume Limitation"). This restriction applies to all equity securities of the Company held by the Participant, including Shares issued pursuant to this Award, and covers all forms of direct or indirect disposition, including sales through brokerage accounts, transfers by or through affiliated entities, and any derivative or hedging transactions that are economically equivalent to a sale. The Volume Limitation is intended to promote orderly trading and may be modified, suspended, or terminated by the Company at any time, in its sole discretion. This restriction is in addition to any limitations imposed by applicable law, Company policies (including insider trading and disclosure policies), lock-up arrangements, or any other agreement to which the Participant is subject. A violation of this restriction may result in disciplinary action by the Company, including, without limitation, forfeiture of Shares, cancellation of unvested Awards, or other remedies, subject to applicable law. Nothing herein guarantees that a market for the Company's securities will exist or that the Participant will be able to sell such securities at any particular time or price.

(b) Notices. All notices, requests, demands, letters, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, emailed, mailed (certified or registered mail with postage prepaid), sent by next-day or overnight mail or delivery, or sent by facsimile, as follows:

(i) If to the Company:

Boost Run Inc.
5 Revere Drive, Suite 200
Northbrook, IL 60062
Attn: Harry Georgakopoulos, Chief Operating Officer
Email: hg@boostrun.com

(ii) If to the Participant, to the Participant's last known home address, or to such other address as any party shall specify by notice in writing to the Company.

All such notices, requests, demands, letters, waivers and other communications shall be deemed to have been received (v) if by personal delivery on the day after such delivery, (w) if by certified or registered mail, on the fifth business day after the mailing thereof, (x) if by next-day or overnight mail or delivery, on the date delivered, (y) if by facsimile, on the day sent, provided confirmation of transmission is received; and (z) if by email, on the date sent, provided that no automated bounce-back or failure notice is received.

(c) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(d) No Guarantee of Future Awards. This Agreement does not guarantee the Participant the right to or expectation of future Awards under the Plan or any future plan adopted by the Company.

(e) Waiver. No waiver of any provision of this Agreement will constitute or be deemed to constitute a waiver of any other provision of this Agreement, nor will any such waiver constitute a continuing waiver unless otherwise expressly provided.

(f) Entire Agreement. This Agreement, together with the Plan, constitutes the entire obligation of the parties with respect to the subject matter of this Agreement and supersedes any prior written or oral expressions of intent or understanding with respect to such subject matter (provided, that this Agreement shall not supersede any written employment agreement or other written agreement between the Company and the Participant, including, but not limited to, any written restrictive covenant agreements).

(g) Severability. If any provision of this Agreement or the application of any such provision to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby, and each provision hereof shall be validated and shall be enforced to the fullest extent permitted by law.

(h) Code Section 409A Compliance. The Restricted Stock Units are intended to be exempt from or comply with the requirements of Code Section 409A and this Agreement shall be interpreted accordingly. Notwithstanding any provision of this Agreement, to the extent that the Administrator determines that any portion of the Restricted Stock Units granted under this Agreement is subject to Code Section 409A and fails to comply with the requirements of Code Section 409A, notwithstanding anything to the contrary contained in the Plan or in this Agreement, the Administrator reserves the right to amend, restructure, terminate or replace such portion of the Restricted Stock Units in order to cause such portion of the Restricted Stock Units to either not be subject to Code Section 409A or to comply with the applicable provisions of such section.

(i) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, regardless of the law that might be applied under principles of conflict of laws.

(j) Waiver of Jury Trial. Each of the parties hereto hereby irrevocably waives all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

(k) Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(l) Counterparts; Electronic Signature. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

(m) Electronic Acceptance and Delivery. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions thereof and accepts the Restricted Stock Units subject to all of the terms and conditions of the Plan and this Agreement. Notwithstanding anything in this Agreement or in the Plan to the contrary, the Administrator hereby reserves the right, in its sole discretion, to terminate or cancel the Restricted Stock Units if the Participant fails to accept this Agreement on or prior to sixty (60) days from the Grant Date. By executing this Agreement, the Participant hereby consents to the delivery of information (including information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company, the Plan, the Restricted Stock Units and the Shares via Company web site or other electronic delivery.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company and the Participant have duly executed this Agreement as of the date first above written.

BOOST RUN INC.

By: /s/ Andrew Karos

Name: Andrew Karos

Title: CEO

PARTICIPANT

/s/ Erik Guckel

Name: Erik Guckel

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BOOST RUN INC.
2026 OMNIBUS INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT AGREEMENT (this “Agreement”) is made effective as of September 29, 2026, (the “Grant Date”) by and between Boost Run Inc., a Delaware corporation (the “Company”), and Harilaos Georgakopoulos (the “Participant”), pursuant to the Boost Run Inc. 2026 Omnibus Incentive Plan, as in effect and as amended from time to time (the “Plan”). Capitalized terms that are not defined herein shall have the meanings given to such terms in the Plan.

WHEREAS, the Company has adopted the Plan in order to grant Awards from time to time to certain key Employees, Directors and Consultants of the Company and its Subsidiaries or Affiliates; and

WHEREAS, the Participant is an Eligible Recipient as contemplated by the Plan, and the Administrator has determined that it is in the interest of the Company to make this grant to the Participant.

NOW, THEREFORE, in consideration of the premises and subject to the terms and conditions set forth herein and in the Plan, the parties hereto agree as follows:

1. Grant and Vesting of Restricted Stock Units.

(a) Shares Subject to Award. As of the Grant Date, the Participant will be credited with 300,000 Restricted Stock Units. Each Restricted Stock Unit is a notional amount that represents the right to receive one Share of Common Stock of the Company, subject to the terms and conditions of the Plan and this Agreement, if and when the Restricted Stock Unit vests.

(b) Vesting. The Restricted Stock Units shall vest in substantially equal annual installments on each of the first three (3) anniversaries of the Vesting Start Date, in each case, subject to the Participant’s continuous service with the Company or a Subsidiary or Affiliate thereof, as applicable, whether as an Employee, Director, or Consultant (“Service”), from the Grant Date through each applicable vesting date. For purposes of this Agreement, the Vesting Start Date shall be September 29, 2026. Notwithstanding anything herein to the contrary, no Restricted Stock Unit shall vest prior to the date on which a registration statement on Form S-8 with respect to the Shares has been filed. For the avoidance of doubt, if the Participant incurs a change in status from an Employee to a Non-Employee Director or a Consultant of the Company or an Affiliate before the Restricted Stock Units have vested, such change in status alone shall not constitute a termination of Service for purposes of this Award.

2. Rights as a Stockholder; Dividend Equivalents.

(a) The Participant will not be entitled to vote in respect of any Restricted Stock Unit or underlying Share, whether vested or unvested.

(b) If the Company declares a cash dividend on its Shares, then, on the payment date of the dividend, the Participant will be credited with dividend equivalents equal to the amount of cash dividend per Share multiplied by the number of Restricted Stock Units credited to the Participant through the record date. The dollar amount credited to the Participant under the preceding sentence will be credited to an account (“Account”) established for the Participant for bookkeeping purposes only on the books of the Company. The balance in the Account will be subject to the same terms regarding vesting and forfeiture as the Participant’s Restricted Stock Units awarded under this Agreement, and will be paid in cash in a single sum at the time that the Shares associated with the Participant’s Restricted Stock Units are delivered (or forfeited at the time that the Participant’s Restricted Stock Units are forfeited).

3. Termination of Service; Breach of Restrictive Covenants.

(a) Unvested Portion Forfeited. Any portion of the Restricted Stock Units that is not vested as of the date of the Participant's termination of Service shall terminate and be cancelled immediately upon such termination, except as otherwise provided in this Section 3.

(b) Termination without Cause or for Good Reason.

(i) In the event that the Participant's Service is terminated by the Company without Cause or by the Participant for Good Reason (if applicable) outside of the twelve (12) month period following a Change in Control, the Participant shall vest in a pro-rata portion of the Restricted Stock Units based on the number of days of Service through the date of termination divided by the number of days in the applicable vesting period in which the termination occurs. Any remaining unvested Restricted Stock Units shall be forfeited and cancelled as of the date of termination.

(ii) In the event that the Participant's Service is terminated by the Company without Cause or by the Participant for Good Reason (if applicable) within the twelve (12) month period following a Change in Control, the Participant shall vest in any Restricted Stock Units that are outstanding and unvested as of the date of termination.

(c) Termination due to Death or Disability. The Restricted Stock Units shall vest in full upon the Participant's death or Disability prior to the termination of the Participant's Service.

(d) Termination for Cause; Breach of Restrictive Covenants. In the event that (i) the Participant's Service terminates for Cause (as defined in the Plan) or (ii) the Participant breaches any written restrictive covenant agreement with the Company or a Subsidiary or Affiliate thereof (whether prior to or after the termination of the Participant's Service), all Restricted Stock Units held by the Participant, whether vested or unvested, shall terminate and be cancelled immediately upon such termination of Service.

(e) Other Termination of Service. In the event that the Participant's Service terminates for any reason other than as described in Section 3(b), 3(c) or 3(d), any then-vested Restricted Stock Units shall remain outstanding and shall be paid out in accordance with their terms. All unvested Restricted Stock Units shall be forfeited immediately upon such termination of Service, and the Participant shall have no further rights with respect to such forfeited Restricted Stock Units.

4. Settlement. Once a Restricted Stock Unit vests, the Participant will be entitled to receive a Share in its place, subject to the satisfaction of applicable tax obligations, including, without limitation, the Company's right to effect a mandatory "sell to cover" transaction on the Participant's behalf in accordance with Section 5 of this Agreement and Section 16 of the Plan. Delivery of the Share will be made as soon as administratively feasible following the vesting of the associated Restricted Stock Unit, but in no case later than two and a half (2.5) months following the year in which the applicable vesting date occurred. Shares will be credited to an account established for the benefit of the Participant with the Company's administrative agent. The Participant will have full legal and beneficial ownership of the Shares at that time.

5. Tax Withholding; Authorization of Mandatory Sale to Satisfy Tax Obligation. The Company or any Affiliate thereof shall, in accordance with Section 16 of the Plan, have the power to withhold, or require the Participant to remit to the Company or such Affiliate thereof, cash or Shares that are distributable to the Participant with respect to the Restricted Stock Units in an amount sufficient to satisfy the federal, state, and local withholding tax requirements, both domestic and foreign, relating to such transaction, and the Company or such Affiliate thereof may defer payment of cash or issuance of Shares until such requirements are satisfied; provided, however, that such amount may not exceed the maximum statutory withholding rate. Without limiting the foregoing or the Company's rights to satisfy withholding obligations as described under Section 16 of the Plan, and notwithstanding anything to the contrary in this Agreement, the Participant hereby authorizes the Company to satisfy the applicable tax withholding or remittance requirements by arranging, on the Participant's behalf, a mandatory sale (a "sell to cover" transaction) of a number of Shares issuable in respect of the Restricted Stock Units sufficient to satisfy such applicable tax obligation and collecting and retaining the proceeds of such mandatory sale for remittance to the appropriate tax or other governmental authority.

6. Nontransferability of Awards. The Restricted Stock Units granted hereunder may not be sold, transferred, pledged, assigned, encumbered or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution or, on such terms and conditions as the Administrator shall establish, to a permitted transferee.

7. Beneficiary Designation. The Participant may from time to time name any beneficiary or beneficiaries (who may be named contingently or successively) by whom any right under the Plan and this Agreement is to be exercised in case of his or her death. Each designation will revoke all prior designations by the Participant, shall be in a form reasonably prescribed by the Administrator, and will be effective only when filed by the Participant in writing with the Administrator during his or her lifetime.

8. Adjustments. The Shares subject to the Restricted Stock Units may be adjusted in any manner as contemplated by Section 5 of the Plan.

9. Requirements of Law. The issuance of Shares following vesting of the Restricted Stock Units shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required. No Shares shall be issued upon vesting of any portion of the Restricted Stock Units granted hereunder if such issuance would result in a violation of applicable law, including the U.S. federal securities laws and any applicable state or foreign securities laws.

10. No Guarantee of Continued Service. Nothing in the Plan or in this Agreement shall interfere with or limit in any way the right of the Company or an Affiliate thereof to terminate the Participant's Service at any time or confer upon the Participant any right to continued Service.

11. No Rights as a Stockholder. Except as provided in Section 2 above or as otherwise required by law, the Participant shall not have any rights as a stockholder with respect to any Shares covered by the Restricted Stock Units granted hereunder prior to the date on which he or she is recorded as the holder of those Shares on the records of the Company.

12. Interpretation; Construction. Any determination or interpretation by the Administrator under or pursuant to this Agreement shall be final and conclusive on all persons affected hereby. Except as otherwise expressly provided in the Plan, in the event of a conflict between any term of this Agreement and the terms of the Plan, the terms of the Plan shall control.

13. Amendments. The Administrator may, in its sole discretion, at any time and from time to time, alter or amend this Agreement and the terms and conditions of any unvested Restricted Stock Unit, in whole or in part, including without limitation, amending the criteria for vesting set forth in Section 1 hereof or substituting alternative vesting criteria; provided that such alteration, amendment, suspension or termination shall not adversely alter or impair the rights of the Participant to the Restricted Stock Unit without the Participant's consent. The Company shall give written notice to the Participant of any such alteration or amendment of this Agreement as promptly as practicable after the adoption thereof. This Agreement may also be amended by a writing signed by both the Company and the Participant.

14. Erroneously Awarded Compensation. Notwithstanding any provision of the plan or in this Agreement to the contrary and in consideration of receiving this Award, the Restricted Stock Units (including the gross amount of any proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt of this Award, or the receipt or resale of any shares of Common Stock underlying this Award or any other amounts or benefits as required by applicable law) shall be forfeited and/or clawed back, as determined by the Administrator, upon the breach by the Participant of any restrictive covenants, or obligations of nondisparagement or confidentiality owed by the Participant to the Company or any of its Affiliates; such Award or the receipt or resale of any shares of Common Stock underlying this Award, and any proceeds, gains or other economic benefit thereto shall also be subject to any compensation recovery and/or recoupment policy that may be adopted and amended from time to time by the Company to comply with applicable law, including, without limitation, Section 10D of the Exchange Act, any applicable rules or regulations promulgated by the Securities and Exchange Commission or any national securities exchange or national securities association on which Shares may be traded, or to comport with good corporate governance practices, as such policies may be amended from time to time. Any such policy may subject a Participant's Award and amounts paid or realized with respect to Awards granted hereunder to reduction, cancellation, forfeiture or recoupment if certain specified events or wrongful conduct occur, including an accounting restatement due to the Company's material noncompliance with financial reporting regulations or other events or wrongful conduct specified in any such clawback policy, as may be amended from time to time.

15. Miscellaneous.

(a) Volume Trading Limitation. The Participant agrees that, without the prior written approval of the Company's Chief Executive Officer or other authorized officer, the Participant shall not sell, transfer, or otherwise dispose of, directly or indirectly, more than five percent (5%) of the total trading volume of the Company's common stock on any trading day, as reported on the principal securities exchange on which the stock is listed (the "Volume Limitation"). This restriction applies to all equity securities of the Company held by the Participant, including Shares issued pursuant to this Award, and covers all forms of direct or indirect disposition, including sales through brokerage accounts, transfers by or through affiliated entities, and any derivative or hedging transactions that are economically equivalent to a sale. The Volume Limitation is intended to promote orderly trading and may be modified, suspended, or terminated by the Company at any time, in its sole discretion. This restriction is in addition to any limitations imposed by applicable law, Company policies (including insider trading and disclosure policies), lock-up arrangements, or any other agreement to which the Participant is subject. A violation of this restriction may result in disciplinary action by the Company, including, without limitation, forfeiture of Shares, cancellation of unvested Awards, or other remedies, subject to applicable law. Nothing herein guarantees that a market for the Company's securities will exist or that the Participant will be able to sell such securities at any particular time or price.

(b) Notices. All notices, requests, demands, letters, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, emailed, mailed (certified or registered mail with postage prepaid), sent by next-day or overnight mail or delivery, or sent by facsimile, as follows:

(i) If to the Company:

Boost Run Inc.
5 Revere Drive, Suite 200
Northbrook, IL 60062
Attn: Harry Georgakopoulos, Chief Operating Officer
Email: hg@boostrun.com

(ii) If to the Participant, to the Participant's last known home address, or to such other address as any party shall specify by notice in writing to the Company.

All such notices, requests, demands, letters, waivers and other communications shall be deemed to have been received (v) if by personal delivery on the day after such delivery, (w) if by certified or registered mail, on the fifth business day after the mailing thereof, (x) if by next-day or overnight mail or delivery, on the date delivered, (y) if by facsimile, on the day sent, provided confirmation of transmission is received; and (z) if by email, on the date sent, provided that no automated bounce-back or failure notice is received.

(c) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(d) No Guarantee of Future Awards. This Agreement does not guarantee the Participant the right to or expectation of future Awards under the Plan or any future plan adopted by the Company.

(e) Waiver. No waiver of any provision of this Agreement will constitute or be deemed to constitute a waiver of any other provision of this Agreement, nor will any such waiver constitute a continuing waiver unless otherwise expressly provided.

(f) Entire Agreement. This Agreement, together with the Plan, constitutes the entire obligation of the parties with respect to the subject matter of this Agreement and supersedes any prior written or oral expressions of intent or understanding with respect to such subject matter (provided, that this Agreement shall not supersede any written employment agreement or other written agreement between the Company and the Participant, including, but not limited to, any written restrictive covenant agreements).

(g) Severability. If any provision of this Agreement or the application of any such provision to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby, and each provision hereof shall be validated and shall be enforced to the fullest extent permitted by law.

(h) Code Section 409A Compliance. The Restricted Stock Units are intended to be exempt from or comply with the requirements of Code Section 409A and this Agreement shall be interpreted accordingly. Notwithstanding any provision of this Agreement, to the extent that the Administrator determines that any portion of the Restricted Stock Units granted under this Agreement is subject to Code Section 409A and fails to comply with the requirements of Code Section 409A, notwithstanding anything to the contrary contained in the Plan or in this Agreement, the Administrator reserves the right to amend, restructure, terminate or replace such portion of the Restricted Stock Units in order to cause such portion of the Restricted Stock Units to either not be subject to Code Section 409A or to comply with the applicable provisions of such section.

(i) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, regardless of the law that might be applied under principles of conflict of laws.

(j) Waiver of Jury Trial. Each of the parties hereto hereby irrevocably waives all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

(k) Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(l) Counterparts; Electronic Signature. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

(m) Electronic Acceptance and Delivery. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions thereof and accepts the Restricted Stock Units subject to all of the terms and conditions of the Plan and this Agreement. Notwithstanding anything in this Agreement or in the Plan to the contrary, the Administrator hereby reserves the right, in its sole discretion, to terminate or cancel the Restricted Stock Units if the Participant fails to accept this Agreement on or prior to sixty (60) days from the Grant Date. By executing this Agreement, the Participant hereby consents to the delivery of information (including information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company, the Plan, the Restricted Stock Units and the Shares via Company web site or other electronic delivery.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company and the Participant have duly executed this Agreement as of the date first above written.

BOOST RUN INC.

By: /s/ Andrew Karos

Name: Andrew Karos

Title: CEO

PARTICIPANT

/s/ Harry Georgakopoulos

Name: Harilaos Georgakopoulos

BOOST RUN INC.
2026 OMNIBUS INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT AGREEMENT (this “Agreement”) is made effective as of September 29, 2026, (the “Grant Date”) by and between Boost Run Inc., a Delaware corporation (the “Company”), and Daniel Gormley-Rahn (the “Participant”), pursuant to the Boost Run Inc. 2026 Omnibus Incentive Plan, as in effect and as amended from time to time (the “Plan”). Capitalized terms that are not defined herein shall have the meanings given to such terms in the Plan.

WHEREAS, the Company has adopted the Plan in order to grant Awards from time to time to certain key Employees, Directors and Consultants of the Company and its Subsidiaries or Affiliates; and

WHEREAS, the Participant is an Eligible Recipient as contemplated by the Plan, and the Administrator has determined that it is in the interest of the Company to make this grant to the Participant.

NOW, THEREFORE, in consideration of the premises and subject to the terms and conditions set forth herein and in the Plan, the parties hereto agree as follows:

1. Grant and Vesting of Restricted Stock Units.

(a) Shares Subject to Award. As of the Grant Date, the Participant will be credited with 1,400,000 Restricted Stock Units. Each Restricted Stock Unit is a notional amount that represents the right to receive one Share of Common Stock of the Company, subject to the terms and conditions of the Plan and this Agreement, if and when the Restricted Stock Unit vests.

(b) Vesting. The Restricted Stock Units shall vest in nine (9) substantially equal installments on each of May 15, 2027, September 15, 2027, December 15, 2027, March 15, 2028, June 15, 2028, September 15, 2028, December 15, 2028, March 15, 2029, and June 15, 2029, in each case, subject to the Participant’s continuous service with the Company or a Subsidiary or Affiliate thereof, as applicable, whether as an Employee, Director, or Consultant (“Service”), from the Grant Date through each applicable vesting date. For purposes of this Agreement, the Vesting Start Date shall be September 29, 2026. Notwithstanding anything herein to the contrary, no Restricted Stock Unit shall vest prior to the date on which a registration statement on Form S-8 with respect to the Shares has been filed. For the avoidance of doubt, if the Participant incurs a change in status from an Employee to a Non-Employee Director or a Consultant of the Company or an Affiliate before the Restricted Stock Units have vested, such change in status alone shall not constitute a termination of Service for purposes of this Award.

2. Rights as a Stockholder; Dividend Equivalents.

(a) The Participant will not be entitled to vote in respect of any Restricted Stock Unit or underlying Share, whether vested or unvested.

(b) If the Company declares a cash dividend on its Shares, then, on the payment date of the dividend, the Participant will be credited with dividend equivalents equal to the amount of cash dividend per Share multiplied by the number of Restricted Stock Units credited to the Participant through the record date. The dollar amount credited to the Participant under the preceding sentence will be credited to an account ("Account") established for the Participant for bookkeeping purposes only on the books of the Company. The balance in the Account will be subject to the same terms regarding vesting and forfeiture as the Participant's Restricted Stock Units awarded under this Agreement, and will be paid in cash in a single sum at the time that the Shares associated with the Participant's Restricted Stock Units are delivered (or forfeited at the time that the Participant's Restricted Stock Units are forfeited).

3. Termination of Service; Breach of Restrictive Covenants.

(a) Unvested Portion Forfeited. Any portion of the Restricted Stock Units that is not vested as of the date of the Participant's termination of Service shall terminate and be cancelled immediately upon such termination, except as otherwise provided in this Section 3.

(b) Termination without Cause or for Good Reason.

(i) In the event that the Participant's Service is terminated by the Company without Cause or by the Participant for Good Reason (if applicable) outside of the twelve (12) month period following a Change in Control, the Participant shall vest in a pro-rata portion of the Restricted Stock Units based on the number of days of Service through the date of termination divided by the number of days in the applicable vesting period in which the termination occurs. Any remaining unvested Restricted Stock Units shall be forfeited and cancelled as of the date of termination.

(ii) In the event that the Participant's Service is terminated by the Company without Cause or by the Participant for Good Reason (if applicable) within the twelve (12) month period following a Change in Control, the Participant shall vest in any Restricted Stock Units that are outstanding and unvested as of the date of termination.

(c) Termination due to Death or Disability. The Restricted Stock Units shall vest in full upon the Participant's death or Disability prior to the termination of the Participant's Service.

(d) Termination for Cause; Breach of Restrictive Covenants. In the event that (i) the Participant's Service terminates for Cause (as defined in the Plan) or (ii) the Participant breaches any written restrictive covenant agreement with the Company or a Subsidiary or Affiliate thereof (whether prior to or after the termination of the Participant's Service), all Restricted Stock Units held by the Participant, whether vested or unvested, shall terminate and be cancelled immediately upon such termination of Service.

(e) **Other Termination of Service.** In the event that the Participant's Service terminates for any reason other than as described in Section 3(b), 3(c) or 3(d), any then-vested Restricted Stock Units shall remain outstanding and shall be paid out in accordance with their terms. All unvested Restricted Stock Units shall be forfeited immediately upon such termination of Service, and the Participant shall have no further rights with respect to such forfeited Restricted Stock Units.

4. Settlement. Once a Restricted Stock Unit vests, the Participant will be entitled to receive a Share in its place, subject to the satisfaction of applicable tax obligations, including, without limitation, the Company's right to effect a mandatory "sell to cover" transaction on the Participant's behalf in accordance with Section 5 of this Agreement and Section 16 of the Plan. Delivery of the Share will be made as soon as administratively feasible following the vesting of the associated Restricted Stock Unit, but in no case later than two and a half (2.5) months following the year in which the applicable vesting date occurred. Shares will be credited to an account established for the benefit of the Participant with the Company's administrative agent. The Participant will have full legal and beneficial ownership of the Shares at that time.

5. Tax Withholding; Authorization of Mandatory Sale to Satisfy Tax Obligation. The Company or any Affiliate thereof shall, in accordance with Section 16 of the Plan, have the power to withhold, or require the Participant to remit to the Company or such Affiliate thereof, cash or Shares that are distributable to the Participant with respect to the Restricted Stock Units in an amount sufficient to satisfy the federal, state, and local withholding tax requirements, both domestic and foreign, relating to such transaction, and the Company or such Affiliate thereof may defer payment of cash or issuance of Shares until such requirements are satisfied; provided, however, that such amount may not exceed the maximum statutory withholding rate. Without limiting the foregoing or the Company's rights to satisfy withholding obligations as described under Section 16 of the Plan, and notwithstanding anything to the contrary in this Agreement, the Participant hereby authorizes the Company to satisfy the applicable tax withholding or remittance requirements by arranging, on the Participant's behalf, a mandatory sale (a "sell to cover" transaction) of a number of Shares issuable in respect of the Restricted Stock Units sufficient to satisfy such applicable tax obligation and collecting and retaining the proceeds of such mandatory sale for remittance to the appropriate tax or other governmental authority.

6. Nontransferability of Awards. The Restricted Stock Units granted hereunder may not be sold, transferred, pledged, assigned, encumbered or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution or, on such terms and conditions as the Administrator shall establish, to a permitted transferee.

7. Beneficiary Designation. The Participant may from time to time name any beneficiary or beneficiaries (who may be named contingently or successively) by whom any right under the Plan and this Agreement is to be exercised in case of his or her death. Each designation will revoke all prior designations by the Participant, shall be in a form reasonably prescribed by the Administrator, and will be effective only when filed by the Participant in writing with the Administrator during his or her lifetime.

8. Adjustments. The Shares subject to the Restricted Stock Units may be adjusted in any manner as contemplated by Section 5 of the Plan.

9. Requirements of Law. The issuance of Shares following vesting of the Restricted Stock Units shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required. No Shares shall be issued upon vesting of any portion of the Restricted Stock Units granted hereunder if such issuance would result in a violation of applicable law, including the U.S. federal securities laws and any applicable state or foreign securities laws.

10. No Guarantee of Continued Service. Nothing in the Plan or in this Agreement shall interfere with or limit in any way the right of the Company or an Affiliate thereof to terminate the Participant's Service at any time or confer upon the Participant any right to continued Service.

11. No Rights as a Stockholder. Except as provided in Section 2 above or as otherwise required by law, the Participant shall not have any rights as a stockholder with respect to any Shares covered by the Restricted Stock Units granted hereunder prior to the date on which he or she is recorded as the holder of those Shares on the records of the Company.

12. Interpretation; Construction. Any determination or interpretation by the Administrator under or pursuant to this Agreement shall be final and conclusive on all persons affected hereby. Except as otherwise expressly provided in the Plan, in the event of a conflict between any term of this Agreement and the terms of the Plan, the terms of the Plan shall control.

13. Amendments. The Administrator may, in its sole discretion, at any time and from time to time, alter or amend this Agreement and the terms and conditions of any unvested Restricted Stock Unit, in whole or in part, including without limitation, amending the criteria for vesting set forth in Section 1 hereof or substituting alternative vesting criteria; provided that such alteration, amendment, suspension or termination shall not adversely alter or impair the rights of the Participant to the Restricted Stock Unit without the Participant's consent. The Company shall give written notice to the Participant of any such alteration or amendment of this Agreement as promptly as practicable after the adoption thereof. This Agreement may also be amended by a writing signed by both the Company and the Participant.

14. Erroneously Awarded Compensation. Notwithstanding any provision of the plan or in this Agreement to the contrary and in consideration of receiving this Award, the Restricted Stock Units (including the gross amount of any proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt of this Award, or the receipt or resale of any shares of Common Stock underlying this Award or any other amounts or benefits as required by applicable law) shall be forfeited and/or clawed back, as determined by the Administrator, upon the breach by the Participant of any restrictive covenants, or obligations of nondisparagement or confidentiality owed by the Participant to the Company or any of its Affiliates; such Award or the receipt or resale of any shares of Common Stock underlying this Award, and any proceeds, gains or other economic benefit thereto shall also be subject to any compensation recovery and/or recoupment policy that may be adopted and amended from time to time by the Company to comply with applicable law, including, without limitation, Section 10D of the Exchange Act, any applicable rules or regulations promulgated by the Securities and Exchange Commission or any national securities exchange or national securities association on which Shares may be traded, or to comport with good corporate governance practices, as such policies may be amended from time to time. Any such policy may subject a Participant's Award and amounts paid or realized with respect to Awards granted hereunder to reduction, cancellation, forfeiture or recoupment if certain specified events or wrongful conduct occur, including an accounting restatement due to the Company's material noncompliance with financial reporting regulations or other events or wrongful conduct specified in any such clawback policy, as may be amended from time to time.

15. Miscellaneous.

(a) Volume Trading Limitation. The Participant agrees that, without the prior written approval of the Company's Chief Executive Officer or other authorized officer, the Participant shall not sell, transfer, or otherwise dispose of, directly or indirectly, more than five percent (5%) of the total trading volume of the Company's common stock on any trading day, as reported on the principal securities exchange on which the stock is listed (the "Volume Limitation"). This restriction applies to all equity securities of the Company held by the Participant, including Shares issued pursuant to this Award, and covers all forms of direct or indirect disposition, including sales through brokerage accounts, transfers by or through affiliated entities, and any derivative or hedging transactions that are economically equivalent to a sale. The Volume Limitation is intended to promote orderly trading and may be modified, suspended, or terminated by the Company at any time, in its sole discretion. This restriction is in addition to any limitations imposed by applicable law, Company policies (including insider trading and disclosure policies), lock-up arrangements, or any other agreement to which the Participant is subject. A violation of this restriction may result in disciplinary action by the Company, including, without limitation, forfeiture of Shares, cancellation of unvested Awards, or other remedies, subject to applicable law. Nothing herein guarantees that a market for the Company's securities will exist or that the Participant will be able to sell such securities at any particular time or price.

(b) Notices. All notices, requests, demands, letters, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, emailed, mailed (certified or registered mail with postage prepaid), sent by next-day or overnight mail or delivery, or sent by facsimile, as follows:

(i) If to the Company:

Boost Run Inc.
5 Revere Drive, Suite 200
Northbrook, IL 60062
Attn: Harry Georgakopoulos, Chief Operating Officer
Email: hg@boostrun.com

(ii) If to the Participant, to the Participant's last known home address, or to such other address as any party shall specify by notice in writing to the Company.

All such notices, requests, demands, letters, waivers and other communications shall be deemed to have been received (v) if by personal delivery on the day after such delivery, (w) if by certified or registered mail, on the fifth business day after the mailing thereof, (x) if by next-day or overnight mail or delivery, on the date delivered, (y) if by facsimile, on the day sent, provided confirmation of transmission is received; and (z) if by email, on the date sent, provided that no automated bounce-back or failure notice is received.

(c) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(d) No Guarantee of Future Awards. This Agreement does not guarantee the Participant the right to or expectation of future Awards under the Plan or any future plan adopted by the Company.

(e) Waiver. No waiver of any provision of this Agreement will constitute or be deemed to constitute a waiver of any other provision of this Agreement, nor will any such waiver constitute a continuing waiver unless otherwise expressly provided.

(f) Entire Agreement. This Agreement, together with the Plan, constitutes the entire obligation of the parties with respect to the subject matter of this Agreement and supersedes any prior written or oral expressions of intent or understanding with respect to such subject matter (provided, that this Agreement shall not supersede any written employment agreement or other written agreement between the Company and the Participant, including, but not limited to, any written restrictive covenant agreements).

(g) Severability. If any provision of this Agreement or the application of any such provision to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby, and each provision hereof shall be validated and shall be enforced to the fullest extent permitted by law.

(h) Code Section 409A Compliance. The Restricted Stock Units are intended to be exempt from or comply with the requirements of Code Section 409A and this Agreement shall be interpreted accordingly. Notwithstanding any provision of this Agreement, to the extent that the Administrator determines that any portion of the Restricted Stock Units granted under this Agreement is subject to Code Section 409A and fails to comply with the requirements of Code Section 409A, notwithstanding anything to the contrary contained in the Plan or in this Agreement, the Administrator reserves the right to amend, restructure, terminate or replace such portion of the Restricted Stock Units in order to cause such portion of the Restricted Stock Units to either not be subject to Code Section 409A or to comply with the applicable provisions of such section.

(i) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, regardless of the law that might be applied under principles of conflict of laws.

(j) Waiver of Jury Trial. Each of the parties hereto hereby irrevocably waives all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

(k) Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(l) Counterparts; Electronic Signature. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

(m) Electronic Acceptance and Delivery. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions thereof and accepts the Restricted Stock Units subject to all of the terms and conditions of the Plan and this Agreement. Notwithstanding anything in this Agreement or in the Plan to the contrary, the Administrator hereby reserves the right, in its sole discretion, to terminate or cancel the Restricted Stock Units if the Participant fails to accept this Agreement on or prior to sixty (60) days from the Grant Date. By executing this Agreement, the Participant hereby consents to the delivery of information (including information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company, the Plan, the Restricted Stock Units and the Shares via Company web site or other electronic delivery.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company and the Participant have duly executed this Agreement as of the date first above written.

BOOST RUN INC.

By: /s/ Andrew Karos

Name: Andrew Karos

Title: CEO

PARTICIPANT

/s/ Daniel Gormley-Rahn

Name: Daniel Gormley-Rahn

BOOST RUN, INC.

SPECIAL CASH RETENTION AWARD AGREEMENT

This SPECIAL CASH RETENTION AWARD AGREEMENT (this “**Agreement**”) is entered into as of September 29, 2026 (the “**Effective Date**”), by and between Boost Run, Inc., a Delaware corporation (the “**Company**”), and Harilaos Georgakopoulos (the “**Executive**”). The Company and the Executive are each referred to herein as a “**Party**” and together as the “**Parties**.”

RECITALS

WHEREAS, the Compensation Committee of the Board of Directors of the Company (the “**Committee**”) has recommended, and the Board of Directors of the Company (the “**Board**”), acting through its disinterested directors and with the Executive having recused himself from deliberation and vote, has approved, a one-time cash award to the Executive in the aggregate amount of \$1,000,000;

WHEREAS, the Award is intended to serve as a retention incentive and is subject to the terms and conditions set forth herein;

WHEREAS, the Award is a one-time payment, is not granted under the Company’s 2026 Omnibus Incentive Plan, as may be amended from time to time (the “**Plan**”), and is not part of the Executive’s ongoing target compensation;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below or elsewhere in this Agreement.

- (a) “**Award**” means, individually, each of Award 1, Award 2, and Award 3 described in Section 2, and “**Awards**” means all of them collectively.
- (b) “**Cause**” shall have the meaning ascribed to such term in the Executive’s employment agreement with the Company; provided, that if the Executive does not have an employment agreement with the Company that defines “Cause” (or such agreement has expired or been terminated), “Cause” shall have the meaning ascribed to such term in the Plan.
- (c) “**Change in Control**” shall have the meaning ascribed to such term in the Plan.
- (d) “**CIC Protection Period**” means the twelve (12)-month period immediately following the consummation of a Change in Control.
- (e) “**Disability**” means the Executive’s inability, due to a physical or mental illness or incapacity, to perform the essential functions of his position, with or without reasonable accommodation, for a period of ninety (90) consecutive days or one hundred twenty (120) days (whether or not consecutive) in any twelve (12)-month period, as determined in good faith by the Board in consultation with a physician reasonably acceptable to the Executive, and consistent with applicable law.

(f) “**Executive-Level Position**” means the position of Chief Operating Officer or another full-time, executive officer-level position with the Company at the level of Senior Vice President or above, or such other full-time senior leadership role as the Board may expressly designate in writing as an Executive-Level Position for purposes of this Agreement.

(g) “**First Payment Date**” means the date on which the Company pays the Award 1 Installment pursuant to Section 3.

(h) “**Role Reduction**” means the Executive’s voluntary transition, election, or acceptance of a position with the Company that is not an Executive-Level Position, including any non-executive, non-officer, part-time, advisory, or consulting role, whether or not the Executive remains employed by or in service with the Company.

(i) “**Section 409A**” means Section 409A of the Internal Revenue Code of 1986, as amended.

(j) “**Termination Date**” means the date on which the Executive’s employment with the Company terminates for any reason.

2. GRANT OF AWARDS; AMOUNT AND ALLOCATION

2.1 **Grant.** Subject to the terms and conditions of this Agreement, the Company hereby grants to the Executive one-time cash retention incentive awards in the aggregate amount of \$1,000,000.00 (the “**Aggregate Award Amount**”), allocated as follows:

Award	Amount	Percentage of Aggregate Award Amount
Award 1	\$ 500,000	50%
Award 2	\$ 300,000	30%
Award 3	\$ 200,000	20%
Total	\$ 1,000,000	100%

2.2 **Nature of Awards.** The Awards are one-time retention incentive payments and are not granted under, and shall not be governed by, the Plan or any annual bonus or management incentive plan or program of the Company. The Awards shall not be taken into account in determining the Executive’s base salary, target annual bonus, or any other target compensation, or, except as required by the express terms of any such plan, any benefits under any severance, retirement, or other benefit plan, program, or arrangement of the Company. Nothing in this Agreement creates any expectation or entitlement to any similar award in the future.

3. PAYMENT SCHEDULE

3.1 **Installments.** Subject to Sections 4, 5, and 6 herein, the Company shall pay each Award to the Executive in a single cash lump-sum installment (each, an “**Installment**”) on the applicable date set forth below (each, a “**Payment Date**”):

- (a) Award 1 Installment: \$500,000, payable on October 15, 2026;
- (b) Award 2 Installment: \$300,000, payable on January 15, 2027; and
- (c) Award 3 Installment: \$200,000, payable on April 15, 2027.

3.2 **Method of Payment.** Each Installment shall be paid through the Company’s regular payroll system, less all applicable withholdings and deductions as described in Section 9.

3.3 **No Payment Absent Satisfaction of Conditions.** No Installment shall be earned, vested, or payable unless and until all conditions set forth in Section 4 have been satisfied as of the applicable Payment Date, except as expressly provided in Section 6.5.

4. PERFORMANCE AND EMPLOYMENT CONDITIONS

4.1 **Conditions to Payment.** The Executive’s right to receive each Installment is expressly conditioned upon the Executive:

- (a) being actively employed by the Company in good standing (meaning, without limitation, that the Executive has not given or received notice of termination of employment and no event or circumstance constituting Cause has occurred and is continuing) on the applicable Payment Date; and
- (b) satisfactorily performing his duties as Chief Operating Officer or in another Executive-Level Position, as determined in good faith by the Board (excluding the Executive), continuously from the Effective Date through the applicable Payment Date.

4.2 **Role Reduction.** If a Role Reduction occurs at any time prior to a Payment Date, all Installments that have not been paid as of the effective date of such Role Reduction shall be immediately forfeited and cancelled without consideration. A voluntary Role Reduction shall be treated as a voluntary resignation for purposes of Section 5.

5. EFFECT OF TERMINATION OF EMPLOYMENT

5.1 **Voluntary Resignation.** If the Executive voluntarily resigns from the Company for any reason, including stepping down to a non-executive, part-time, or non-officer role, before the twenty-four (24)-month anniversary of the First Payment Date, all unpaid Installments shall be immediately forfeited and cancelled without consideration, and the Executive shall repay to the Company, in a lump sum in cash within thirty (30) days after the date of resignation, the full gross amount of all Award payments previously received under this Agreement. If the Executive voluntarily resigns on or after the twenty-four (24)-month anniversary of the First Payment Date, all unpaid Installments shall be forfeited and cancelled without consideration, and the Executive shall have no repayment obligation.

5.2 Termination for Cause. If the Company terminates the Executive's employment for Cause, all unpaid Installments shall be immediately forfeited and cancelled without consideration, and the Executive shall repay to the Company, in a lump sum in cash within thirty (30) days after the date of termination, the full gross amount of all Award payments previously received under this Agreement.

5.3 Termination Without Cause Outside CIC Protection Period. If the Company terminates the Executive's employment without Cause other than during the CIC Protection Period, the Executive shall retain all Award payments previously received, and all unpaid Installments shall be forfeited and cancelled without consideration. There shall be no acceleration or proration of any unpaid Installment.

5.4 Death or Disability. If the Executive's employment terminates due to his death or Disability, all unpaid Installments shall accelerate and become immediately payable in a single cash lump sum within thirty (30) days following the date of the Executive's death or Disability (or such later date as required by Section 409A). The accelerated payment is conditioned on the execution and non-revocation of a general release of claims in favor of the Company, in a form provided by the Company, by the Executive's estate or legal representative within sixty (60) days following the date of the Executive's death or Disability. If the release is not executed and irrevocable within that sixty (60)-day period, the accelerated payment shall be forfeited. The Executive (or his estate) shall retain all Award payments previously received, and no repayment obligation shall apply to those amounts.

5.5 Termination Without Cause Within CIC Protection Period. If, during the CIC Protection Period, the Company or its successor terminates the Executive's employment without Cause, all unpaid Installments shall immediately accelerate and become payable in full within thirty (30) days following the Termination Date, or such later date as required by Section 409A. The accelerated payment is conditioned on the Executive's execution and non-revocation of a general release of claims in favor of the Company, in a form provided by the Company, within sixty (60) days following the Termination Date. If the Executive does not execute the release and allow it to become irrevocable within that sixty (60)-day period, the accelerated payment shall be forfeited. The Executive shall retain all Award payments previously received, and no repayment obligation shall apply to those amounts.

6. COMPANY CLAWBACK POLICY

Notwithstanding any other provision of this Agreement, the Awards, and any amounts paid hereunder, shall be subject to recoupment, forfeiture, and/or repayment to the extent required by (a) the Company's Policy for the Recovery of Erroneously Awarded Compensation or any other compensation recovery policy adopted by the Company, as in effect from time to time, including any policy adopted to comply with Section 10D of the Exchange Act, Rule 10D-1 thereunder, and Nasdaq Listing Rule 5608, as enacted pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, and (b) any other applicable law, rule, regulation, or listing standard (collectively, the "**Clawback Policy**"). Any recovery under the Clawback Policy shall be in addition to, and not in lieu of, the repayment obligations set forth in Sections 5.1 and 5.2, provided that no amount shall be recovered more than once.

7. SECTION 409A

The payments under this Agreement are intended to qualify as short-term deferrals under Treas. Reg. Section 1.409A-1(b)(4), and each Installment shall be treated as a separate payment for purposes of Section 409A. References to termination of employment or similar terms that result in a payment subject to Section 409A mean separation from service under Section 409A. If the Executive is a specified employee and any payment is subject to Section 409A on account of separation from service, that payment shall be delayed until six (6) months after separation from service or, if earlier, the Executive's death, and shall then be paid in a lump sum. The Company makes no guarantee regarding the tax treatment of the Awards under Section 409A or any other applicable law, and the Executive is solely responsible for his own tax obligations. This Agreement shall be interpreted and administered in a manner consistent with Section 409A.

8. TAX WITHHOLDING

The Company shall withhold from each Installment, and from any other payment under this Agreement, all federal, state, local, and non-U.S. income, employment, payroll, and other taxes and amounts required to be withheld under applicable law. The Executive acknowledges that he has had the opportunity to consult with his own tax advisors regarding the tax consequences of the Awards.

9. GENERAL PROVISIONS

9.1 No Right to Continued Employment. Nothing in this Agreement confers upon the Executive any right to continued employment with the Company or interferes with the right of the Company or the Executive to terminate the Executive's employment at any time, with or without Cause, subject to the terms of any written employment agreement between the Executive and the Company.

9.2 Unfunded Obligation. The Company's obligations under this Agreement are unfunded and unsecured, and the Executive shall have no greater rights than a general unsecured creditor of the Company.

9.3 Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflict-of-laws principles that would require the application of the law of any other jurisdiction. Each Party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in the State of Delaware with respect to any dispute arising out of or relating to this Agreement.

9.4 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, negotiations, term sheets, and discussions, whether written or oral, relating thereto. This Agreement may be amended, modified, or waived only by a written instrument signed by the Executive and a duly authorized officer of the Company (other than the Executive) acting with the approval of the Board or the Committee.

9.5 **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable in any respect, such provision shall be modified to the minimum extent necessary to make it enforceable, and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

9.6 **Assignment; Successors.** This Agreement is personal to the Executive and may not be assigned, transferred, pledged, or encumbered by the Executive, other than by will or the laws of descent and distribution; any purported assignment in violation of this Section shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and the Company shall require any successor to all or substantially all of its business or assets to expressly assume this Agreement.

9.7 **Notices.** All notices under this Agreement shall be in writing and shall be deemed duly given (a) when delivered personally, (b) one (1) business day after deposit with a nationally recognized overnight courier, or (c) when sent by email with confirmation of transmission, in each case addressed as follows (or to such other address as a Party may designate by notice): if to the Company, to Boost Run, Inc., 5 Revere Drive, Suite 200, Northbrook, IL 60062, Attention: Erik Guckel, Email: eg@boostrun.com; and if to the Executive, to the most recent home address on file with the Company, with a copy by email to hg@boostrun.com.

9.8 **Waiver.** No failure or delay by either Party in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof.

9.9 **Construction.** Headings are for convenience only and shall not affect interpretation. The words “include,” “includes,” and “including” shall be deemed to be followed by “without limitation.” This Agreement shall be construed as if drafted jointly by the Parties.

9.10 **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, .pdf, or other electronic means shall be deemed original signatures for all purposes.

9.11 **Executive Acknowledgment.** The Executive acknowledges that he has read and understands this Agreement, has had the opportunity to consult with independent legal and tax counsel of his choosing, and is entering into this Agreement knowingly and voluntarily.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Special Cash Retention Award Agreement as of the Effective Date.

BOOST RUN, INC.

By: /s/ Andrew Karos

Name: Andrew Karos

Title: Chief Executive Officer

EXECUTIVE

/s/ Harilaos Georgakopoulos

Harilaos Georgakopoulos

Date: September 29, 2026