CURRENT REPORT

Pursuant to the OTC Markets Group Inc.
Alternative Reporting Standard

COGNOGROUP, INC.

(Ticker Symbol: CGNO)
Company Address: 123 Farmington Avenue, Suite 252
Bristol, CT 06010

Date of Report: August 14, 2026
Date of Earliest Event Reported: August 13, 2026

1. Creation of a Direct Financial Obligation

On August 13, 2026, the Board of Directors of CognoGroup, Inc. (the "Company") authorized the issuance of up to $30,000 in promissory notes to fund working capital requirements. Pursuant to this authorization, the Company issued two Promissory Notes (collectively, the "Notes") in the aggregate principal amount of $30,000.

Summary of Material Terms:

Principal Amount: $30,000 aggregate ($15,000 per note)

Issuance Date: August 13, 2026

Lenders: Miles Jennings and Evan Sohn

Interest Rate: 10% per annum, simple interest

Maturity Date: Twelve (12) months from the date of issuance

Prepayment: Permitted at any time without penalty

Most Favored Nation Rights: If the Company issues any new indebtedness or securities with terms the Lenders reasonably believe are more favorable (including conversion rights or warrant coverage), the Lenders may exchange the outstanding balance of their Notes for securities issued in such subsequent financing.

The terms of the Notes are identical to the terms of the promissory notes issued by the Company in January and February 2026 (the "Prior Notes"), as previously disclosed in the Company's Current Report dated February 3, 2026. Because the Notes were issued on terms identical to those of the Prior Notes, the issuance did not trigger the exchange rights under the Prior Notes.

The foregoing description of the Notes is qualified in its entirety by reference to the full text of the Promissory Notes, copies of which are attached hereto as Exhibit A and Exhibit B and incorporated herein by reference.

2. Use of Proceeds

The proceeds from the Notes will be used for general working capital purposes, including but not limited to: regulatory compliance and reporting costs, professional fees, and other general corporate purposes necessary to maintain the Company's operations and reporting.

3. Entry into a Material Definitive Agreement; Officer Transition

The Company and Miles Jennings, the Company's Chief Executive Officer and a member of the Board of Directors, have entered into a First Amendment (the "Amendment") to the Executive Employment

Agreement dated March 13, 2026 (the "Employment Agreement"), effective as of August 17, 2026 (the "Amendment Effective Date"). The Employment Agreement was previously disclosed in the Company's Current Report dated March 13, 2026.

Summary of Material Terms:

A. Officer Transition: Effective as of the Amendment Effective Date, Mr. Jennings resigns as Chief Executive Officer of the Company and of its Mediabistro subsidiary and is appointed President of the Company. Mr. Jennings continues to serve as a member of the Board of Directors and as the Company's principal executive officer for purposes of the Company's periodic reports and related certifications.

B. Duties: As President, Mr. Jennings' responsibilities focus on corporate governance and Board matters, oversight of the Company's financial reporting, disclosure, and compliance obligations, strategic matters, and operational matters as they arise. The role is expressly less than full time.

C. Outside Employment: The Company has expressly consented to Mr. Jennings' acceptance of full-time employment with an outside employer, a workforce intelligence company (the "Outside Employer"). Intellectual property created by Mr. Jennings in the course of his work for the Outside Employer will not constitute Company intellectual property.

D. Compensation: Mr. Jennings' base salary is reduced from $120,000 to $60,000 per year, effective as of the Amendment Effective Date, and continues to accrue in accordance with the Employment Agreement. All variable pay, profit-sharing, and discretionary bonus provisions are suspended while Mr. Jennings serves as President. Amounts accrued through the Amendment Effective Date are preserved.

E. Non-Competition Waiver: The Company has waived the application of the Employment Agreement's non-competition provision to Mr. Jennings' employment with the Outside Employer, in any role or capacity, regardless of the nature, scope, or evolution of the Outside Employer's business. The confidentiality and non-solicitation provisions of the Employment Agreement remain in full force and effect.

F. Reinstatement Right: Mr. Jennings may elect, on not less than five (5) business days' written notice, to resume the office of Chief Executive Officer, in which case his prior compensation terms will be restored on a prospective basis.

The foregoing description of the Amendment is a summary of the material terms of the Amendment and the related Unanimous Written Consent of the Board of Directors and does not purport to be complete.

4. Related Party Transactions

The Notes. The Lenders, Miles Jennings and Evan Sohn, constitute all of the members of the Company's Board of Directors. Each Note was executed on behalf of the Company by the non-lending director. The Board of Directors reviewed and approved the issuance of the Notes, acknowledging the directors' conflicting interests, and determined that the terms of the Notes, which are identical to the terms of the Prior Notes, are fair to the Company, reasonable, and more favorable than currently available commercial financing alternatives for unsecured debt of a company at this stage.

The Amendment. The Amendment is a related party transaction. Mr. Jennings is a party to the Amendment and has accepted full-time employment with the Outside Employer, and Mr. Sohn, the Company's other director, is also employed by the Outside Employer. Each director fully disclosed his respective relationship with the Outside Employer to the Board, and the Board approved the Amendment by unanimous written consent with full knowledge of those relationships, having determined that the terms of the Amendment, including the reduction in Mr. Jennings' compensation, are fair and reasonable to the Company and in the best interests of the Company and its stockholders.

5. Exhibits

Exhibit No.	Description
A	Promissory Note issued to Evan Sohn, $15,000 principal amount (dated August 13, 2026)
B	Promissory Note issued to Miles Jennings, $15,000 principal amount (dated August 13, 2026)

Forward-Looking Statements

This Current Report may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements to differ materially from those expressed or implied by such forward-looking statements. The Company undertakes no obligation to publicly update any forward-looking statements, whether as a result of new information, future events, or otherwise.

SIGNATURES

Pursuant to the requirements of the OTC Markets Group Inc. Alternative Reporting Standard, the issuer has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

COGNOGROUP, INC.

By: /Miles Jennings/
Name: Miles Jennings
Title: Chief Executive Officer
Date: August 14, 2026

PROMISSORY NOTE

Principal Amount: $15,000 **Date:** August 13, 2026

FOR VALUE RECEIVED, **CognoGroup, Inc.**, a Colorado corporation (the "Borrower"), promises to pay to **Evan Sohn** (the "Lender"), the principal sum of **fifteen thousand dollars ($15,000)**, together with simple interest on the unpaid principal balance at the rate of **ten percent (10%) per annum**.

1. MATURITY & PAYMENT. The outstanding principal and accrued interest shall be due and payable in full on the date that is **twelve (12) months** from the date of this Note (the "Maturity Date"). The Borrower may prepay this Note at any time without penalty, subject to Section 2 below.

2. MOST FAVORED NATION (MFN) & EXCHANGE RIGHT. If, while this Note is outstanding, the Borrower issues any new indebtedness, convertible securities, or equity securities to any third party (a "Subsequent Financing") with terms that the Lender reasonably believes are more favorable than the terms of this Note (including, but not limited to, conversion rights, warrant coverage, or superior economic terms), the Lender shall have the right, at its option, to **exchange** the outstanding balance of this Note for the securities issued in such Subsequent Financing.

3. INVESTMENT REPRESENTATIONS. The Lender hereby represents that: (a) they are an "accredited investor" as defined in Regulation D under the Securities Act of 1933; (b) they are an officer or director of the Borrower; and (c) they are acquiring this Note for their own account for investment purposes only and not with a view to distribution.

4. DEFAULT. If the Borrower fails to pay any amount when due, and such failure continues for ten (10) days after written notice, this Note shall be in default, and the full balance shall become immediately due.

5. GOVERNING LAW. This Note shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Note as of the date first written above.

THE BORROWER: CognoGroup, Inc.

Miles Jennings 2026-08-13

By: ______________________________ **Name:** Miles Jennings **Title:** Chief Executive Officer

THE LENDER:

Evan Sohn 2026-08-13

By: ______________________________ **Name:** Evan Sohn **Title:** Lender

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PROMISSORY NOTE

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IN WITNESS WHEREOF, the parties have executed this Note as of the date first written above.

THE BORROWER: CognoGroup, Inc.

Evan Sohn 2026-08-13

By: ______________________________ **Name:** Evan Sohn **Title:** Director

THE LENDER:

Miles Jennings 2026-08-13

By: ______________________________ **Name:** Miles Jennings **Title:** Lender

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