INNERSCOPE HEARING TECHNOLOGIES, INC.

Supplemental Information: Material Definitive Agreement and Acquisition of HearDirectClub Assets

Trading symbol: INND

Event date: November 4, 2026

1. Agreement and closing

On November 4, 2026, InnerScope Hearing Technologies, Inc., a Nevada corporation (the “Company”), completed the transaction contemplated by an Asset Purchase Agreement (the “Agreement”) with InnovateIQ Labs, LLC, a Wyoming limited liability company, and Hue Hearing LLC, a Nevada limited liability company (together, the “Sellers”), and DeAndre L. Moore, individually (the “Recipient”). The Agreement specifies that closing occurs when the last party signs. The signed Agreement shows the Company signing on November 3, 2026 and the other parties signing on November 4, 2026.

The Company acquired the Sellers’ and the Recipient’s respective rights, title and interests in the assets described in the Agreement, to the extent owned by them or otherwise lawfully transferable. The acquisition was an asset purchase. The Agreement does not provide for acquisition of equity interests in the Sellers.

2. Assets and transfer implementation

The assets include the HearDirectClub and Hue Hearing names and business goodwill; specified websites, domains, stores and catalog and product rights; customer and prospect records and related operating platforms; applications, technology and associated intellectual property; inventory, equipment, supplier deposits, records and other assets described in Section 1 of the Agreement. The Agreement excludes cash, pre-closing receivables and proceeds, processor reserves, entity records, unrelated assets and the Sellers’ bank and Stripe accounts.

The Sellers and the Recipient agreed to hand over ownership and control at closing and complete required provider-approved changes and consents, or cooperate in a provider-approved migration or replacement where direct assignment is unavailable. The Agreement states these implementation steps do not postpone contractual closing. The Agreement itself does not create a third-party consent.

3. Business acquired and reason for the acquisition

The Agreement describes HearDirectClub as an online business with websites and online stores, product and catalog rights, customer and prospect records, applications, marketing and customer-support platforms, inventory and related operating assets. The specified assets include heardirectclub.com and huehearing.com, as well as rights associated with the products and platforms identified in the Agreement. Only the rights held by the Sellers or the Recipient or otherwise lawfully transferable are covered. Transfer of particular accounts, data and other rights may depend on third-party approvals, provider processes, applicable privacy obligations and the status of implementation.

Management identified the historical scale of the business and its customer database as reasons for the acquisition. Management reports that Shopify records showed 518,906 customers as of October 31, 2026. For the 15-month period from August 1, 2025 through October 31, 2026, management reports that the historical HearDirectClub Shopify report showed $6,000,271.19 in gross sales, $4,963,828.94 in net sales and $4,996,702.98 in total sales. Shopify net sales reflects $326,046.37 in discounts and $710,395.88 in sales reversals deducted from gross sales. The reported total sales also includes $11,801.41 in shipping charges and $21,072.63 in taxes. Management reports that, according to the Sellers' historical financial records, gross margin for the same period was 77%. The Shopify sales figures do not establish recognized revenue, net income or cash collected.

The historical figures above relate to the Sellers' operation of the business before the acquisition. They are not InnerScope historical revenue or a representation of future revenue or earnings. Customer information may be transferred and used only as permitted by law and applicable privacy promises.

InnerScope management and the Sellers plan to work together to continue operations of the acquired business, with the Sellers providing assistance as contemplated by the Agreement. InnerScope remains responsible for its own new operations.

This plan is forward-looking and is subject to risks, including completion of any required third-party transfers and consents, continued access to the acquired stores, customer data and operating platforms, the ability to fulfill new orders, and the timing and extent of the Sellers' agreed assistance. These factors may disrupt operations or cause actual results to differ materially from management's plans.

4. Equity consideration and issuance status

The Company agreed to issue to the Recipient restricted common shares equal to 4.99% of the Company's issued and outstanding common stock immediately after the issuance, rounded upward to a whole share. If N is the number of common shares outstanding immediately before the grant, including simultaneous issuances but excluding this grant, the number of initial shares is $0.0499 \times N \div 0.9501$, rounded upward. The Recipient's independently held shares are not deducted from this consideration.

The Agreement's illustrative calculation uses N = 1,527,451,171 and yields 80,222,939 shares, with 1,607,674,110 shares outstanding after issuance. This is an example stated in the Agreement, not a representation of the actual outstanding shares or the shares actually issued. The actual issuance-date count controls.

As of November 4, 2026, the initial shares had not been issued. The Company must submit the required issuance paperwork to VStock Transfer within 10 business days following closing, subject to the Agreement's definition of business days. The deadline is for submission of paperwork, not issuance. Issuance remains subject to transfer-agent processing and applicable legal requirements and was not a condition to closing.

5. Twelve-month ownership protection

For the 12 months beginning on actual initial issuance, the Company must issue the Recipient additional restricted common shares as needed to maintain the protected 4.99% against common-share dilution, with quarterly reconciliation and a final true-up. Share quantities are adjusted consistently for splits and similar actions. A sale, gift or other disposition of protected shares permanently reduces the protected percentage in proportion to the protected shares disposed of; those shares are not replaced. Top-up shares are contingent acquisition consideration without additional payment. Amounts accrued during the protection period remain due after expiration, but no further dilution protection accrues. Restrictions, legend removal and later top-up issuance do not extend the period.

These obligations may require additional common shares and dilute other holders. The Agreement describes issued and outstanding common shares, not a fully diluted percentage or a 4.99% cap on total beneficial ownership or voting power. The Agreement provides that the Recipient's independently held shares are not deducted from the consideration. The Agreement does not guarantee resale eligibility, tacking, legend removal or an available exemption.

6. Operating participation and payment

There is no fixed cash acquisition price. Separately, the Company agreed to pay the Recipient 50% of positive cumulative Operating Profit for Days 1 through 90 and 5% of Net Sales for Days 91 through 365. Day 1 starts at closing, with each day consisting of 24 consecutive hours; funding, relaunch, connection of payment processing and issuance do not restart the periods.

Net Sales generally means earned revenue from new Company transactions through the acquired website, including customer-paid shipping, less attributable discounts, returns, refunds, credits and chargebacks counted once, and excluding specified taxes, unfulfilled orders, unearned services and historical Seller receipts and refunds. The 5% participation is calculated before product, marketing and operating costs.

Operating Profit is the specified Net Sales for Days 1 through 90 less actual, documented, reasonable direct operating costs as defined in the Agreement, with specified exclusions, consistent accounting and no double deductions. The Recipient does not fund losses, and neither revenue nor profit is guaranteed. The Company must provide monthly calculations and pay undisputed amounts within 30 days after month-end. Prior first-phase payments are credited against 50% of cumulative positive Operating Profit, and that phase is reconciled within 30 days after Day 90. Errors and later returns are corrected without double counting. Overpayments are credited against later participation, and any final balance owed by the Recipient is payable within 30 days after the supported final reconciliation. The Company may not divert covered sales to avoid participation.

7. Liabilities and indemnity

The Agreement states that the Company assumes no Seller liabilities and allocates pre-closing orders, refunds, chargebacks and other historical obligations to the Sellers. The Sellers and the Recipient personally agreed to defend, indemnify and hold harmless the Company and specified related persons from covered pre-closing claims and losses, on the terms of Section 2. Each indemnifying party is responsible for the full covered amount, including defense costs as incurred; the indemnity survives closing. This allocation does not prevent third-party claims against the Company or change rights imposed by law; the Company is responsible for its own new orders and operations.

8. Relationship of the Recipient to the Company

Management reports that DeAndre L. Moore has no relationship with InnerScope or with Mark Moore, Kim Moore or Matthew Moore.

9. Exhibit

Exhibit A: Executed Asset Purchase Agreement among InnerScope Hearing Technologies, Inc., InnovateIQ Labs, LLC, Hue Hearing LLC and DeAndre L. Moore, signed November 3 and November 4, 2026. The complete supplied executed Agreement follows this disclosure in the combined PDF.

The foregoing is a summary of material terms and is qualified by the full Agreement.

EXHIBIT A

Executed Asset Purchase Agreement

The executed four-page Asset Purchase Agreement follows.

ASSET PURCHASE AGREEMENT

INNERSCOPE HEARING TECHNOLOGIES, INC. / HEARDIRECTCLUB

This Agreement is between **InnerScope Hearing Technologies, Inc.**, a Nevada corporation ("Buyer"); **InnovateIQ Labs, LLC**, a Wyoming limited liability company, and **Hue Hearing LLC**, a Nevada limited liability company (each a "Seller," together "Sellers"); and **DeAndre L. Moore**, individually as the share and payment recipient ("Moore"). Moore signs as Managing Member of each Seller and individually for his express obligations below, including his personal indemnity in Section 2. No other personal guaranty is implied.

RECITALS

A. The assets covered by this Agreement comprise the HearDirectClub ("HDC") business and its related HueHearing assets, including its websites, domains, online stores, customer databases and operating platforms (the "Business").

B. Buyer wishes to acquire those assets, and Sellers and Moore wish to transfer their respective rights in those assets, for the equity consideration, dilution protection and operating participation stated below.

C. Sellers retain the historical Business liabilities, including outstanding customer orders, fulfillment and refunds, subject to the personal indemnity expressly undertaken by Moore below.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

1. Immediate Sale and Transfer

The acquisition closes when the last Party signs this Agreement ("Closing" or "Effective Time"). At that time Sellers and Moore sell, assign and transfer all their respective rights, title and interests in the assets below to Buyer for the consideration in this Agreement. Signing and Closing are the same event; no later closing agreement, diligence approval, financing condition or additional document package is required by the Parties. Each signature must show its actual date and time.

The sale includes all HearDirectClub operating assets, related Hue Hearing LLC assets and associated goodwill, including:

(a) HearDirectClub/HueHearing brands, marks, creative, websites, **heardirectclub.com** (the "Website"), **huehearing.com**, **millpondapp.com** if used by Millpond, and every other domain registered to or held by either Seller or Moore for the Business, with all related registration and renewal rights;

(b) HDC Nova, Nova Max, HearClear TV headsets/headphones, Nova replacement earbuds/accessories, Nova Premier Club catalog rights, HueHearing Flex, Hue wax guards, A10 battery packs, silicone ear domes and other business products/SKUs/variants;

(c) all **Shopify stores and store-ownership, administrative and management rights**; all **Klaviyo accounts, databases, customer and prospect lists, segments, campaigns, flows and associated rights**; all **Gorgias CRM and customer-support accounts, databases, customer records, tickets and associated rights**; all other CRM/customer/prospect records and lawful relationship, order/service and consent/suppression history; **Millpond: Tinnitus Relief (Apple App Store ID 6804808794)** and **Venice by HDC (Android package com.hdc.venice)**; related source code, IP, firmware, repositories, listings, technical files, hosting and transferable accounts; and

(d) inventory/in-transit goods, parts, packaging, equipment, expressly assigned supplier deposits, marketing/social/advertising assets and channels, communications/support channels, and all third-party plugins, apps, integrations, subscriptions, licenses, supplier/fulfillment contracts and other agreements and operating rights used to run or maintain the Business and its platforms, together with operating records, know-how and later-discovered Business assets.

Handover upon execution. At the Effective Time, Sellers and Moore shall turn over ownership, direction, management and control of all transferred Business assets and platforms to Buyer. They shall transfer Shopify store ownership to Buyer's designated account, transfer all Business domains and registrar control, transfer ownership and control of the Klaviyo and Gorgias accounts and databases, and deliver all other Business accounts, plugins, integrations, marketing channels and associated operating agreements. They shall provide Buyer's designated administrators full owner-level access, account and recovery control, and the files and records needed to operate the entire current Business. Any provider or registrar processing steps shall be initiated upon execution and completed promptly; they do not permit Sellers or Moore to retain control or delay the handover otherwise within their control. Seller access afterward is limited to Buyer-authorized assistance and lawful handling of retained historical obligations.

Only rights owned by Sellers or Moore or otherwise lawfully transferable pass. They shall complete all necessary provider-approved ownership changes, assignments and required consents; this Agreement does not itself create third-party consent. Where an account or license cannot be assigned, they shall promptly cooperate in a provider-approved migration or replacement giving Buyer operational control and the lawfully transferable Business data and assets. These implementation steps do not postpone Closing or shift historical liabilities to Buyer. Cash, pre-Closing receivables/proceeds, processor reserves, entity records, unrelated assets and Seller bank/Stripe accounts are excluded. No additional inventory or asset payment is due.

2. Liabilities and Customer Orders

Buyer assumes no Seller liability. Sellers remain responsible for all their pre-Closing orders and fulfillment, refunds, cancellations, chargebacks, warranties, repairs/replacements, protection plans and service obligations, together with their debts, historical taxes, supplier/platform charges and other pre-Closing claims, whether known or asserted later. Later payment, shipment, migration, replacement, refund or dispute does not shift an old order to Buyer.

Indemnity for prior business. Both Sellers and DeAndre L. Moore personally shall **defend, indemnify and hold harmless Buyer, its subsidiaries, and their officers, directors, employees and agents** from all claims, lawsuits, liabilities, losses, judgments, settlements, and reasonable attorneys' fees and costs arising from any HearDirectClub or HueHearing business or customer dealings before the Effective Time. This includes overdue and pending refunds, unfulfilled orders, undelivered products and chargebacks, even if a claim is asserted after Closing or against Buyer because it acquired the business. **Each indemnifying party is responsible for the full covered amount, including defense costs as incurred; Buyer need not collect from another first.** No settlement may impose an admission or obligation on Buyer without its written consent. This obligation survives Closing and does not shift liability for Buyer's own new transactions or bar a nonparty from bringing a claim.

Buyer is responsible for its own new orders and operations from Closing, including fulfillment, lawful refunds, chargebacks, taxes and compliance. A previous customer's independent new purchase is new business; completing an old order is not. Original order-acceptance records identify the cutoff. Sellers remain responsible for historical and transfer taxes; Buyer bears taxes from its new operations. This allocation does not change rights imposed by law on a nonparty.

3. Equity Consideration

There is no cash acquisition price. Sellers direct Buyer to issue the shares and make the Section 4 payments to **DeAndre L. Moore individually** as their agreed consideration.

Initial shares. Buyer shall issue Moore restricted common shares equal to **4.99% of Buyer's issued and outstanding common immediately after issuance**, rounded upward to whole shares. If N is outstanding common immediately before issuance, including simultaneous issues but excluding this grant, the grant is **0.0499 × N ÷ 0.9501**. At N = **1,527,451,171**, this is **80,222,939 shares**, producing **1,607,674,110**

outstanding shares. The actual issuance-date count controls; Moore's independently held shares are not deducted from this consideration.

Submission to VStock. Buyer shall submit the required issuance paperwork to **VStock Transfer within 10 business days after Closing**. This deadline applies to submission, not actual share issuance. Sellers and Moore acknowledge that issuance is pending VStock processing and applicable legal requirements. Buyer remains obligated to issue the agreed shares and take reasonable steps to complete processing, including payment of required issuer fees. Actual issuance is not a condition to Closing, and no issuance date is promised by the submission deadline.

Twelve-month protection. From actual initial issuance until **exactly twelve months later**, Buyer shall issue top-up shares as necessary to maintain the protected 4.99% against common-share dilution, with quarterly reconciliation and a final true-up. Splits and similar actions adjust quantities consistently. Any sale, gift or other disposition permanently reduces the protected percentage in proportion to the protected shares disposed of; disposed shares are not replaced. The top-ups are agreed contingent purchase consideration without further payment by Moore. Accrued top-ups remain due after expiry, but no further dilution protection accrues. Restrictions, legend removal and later top-up issuance do not extend the twelve months.

Restricted stock and resale. Initial and top-up shares are restricted. Moore is responsible for the process and cost of opinions, legend removal and resale compliance. Buyer will not stand in the way of lawful removal but is not responsible for obtaining unrestricted status or arranging a sale. Buyer does not promise that any shares will become unrestricted, qualify for tacking or an exemption, or be saleable at any time or price. All issuance and transfers must comply with law.

4. Operating Participation

Buyer shall pay Moore **50% of positive cumulative Operating Profit for Days 1–90**, retaining the other 50%, and **5% of Net Sales for Days 91–365**. Day 1 begins at Closing. Each day is twenty-four consecutive hours; funding, relaunch, Stripe connection and share issuance do not restart the periods.

"Net Sales" means earned revenue from new Buyer transactions through the acquired Website, including customer-paid shipping, less attributable discounts, returns, refunds, credits and chargebacks, each counted once. Exclude government transaction taxes, unfulfilled orders, unearned services and Seller's historical receipts/refunds. **The 5% is before product, marketing and operating costs.** Buyer shall not divert covered sales to avoid participation.

"Operating Profit" is that Net Sales for Days 1–90 less actual, documented, reasonable direct operating costs, including product, fulfillment, processing, marketing, customer support, attributable personnel and Website/platform charges. Exclude unrelated affiliate expenses, income taxes, financing/acquisition costs, equity consideration, participation payments and Seller liabilities. Use consistent accounting and deduct nothing twice. Profit is cumulative for the full ninety days; Moore need not fund losses, and no revenue or profit is guaranteed.

Buyer shall provide a monthly calculation and pay undisputed amounts within **30 days after month-end**. Credit prior first-phase payments against 50% of cumulative positive profit, split the month crossing Day 90 and reconcile that phase within 30 days after Day 90. Correct errors and later returns without double counting. Overpayments are credited against later participation; any final balance owed by Moore is payable within 30 days after the supported final reconciliation. Reasonably necessary supporting payment records will be provided on request, protecting customer information.

5. Payment Accounts and Records

Sellers shall cooperate in connecting new checkout to **Buyer's own authorized Stripe account** through provider-approved procedures. Sellers retain their account, historical funds and old capture/refund/dispute responsibilities. Buyer need not use its account for old refunds or accept historical platform charges. Sellers shall pay those charges and reimburse Seller liabilities debited from Buyer funds within five

business days after documented demand. Misrouted receipts shall be remitted to their owner within five business days after verification.

Sellers shall provide records needed to identify and complete old orders and reasonable transfer assistance without an additional fee unless agreed. Buyer assistance does not shift Seller liability. Customer data shall be transferred and used only as permitted by law and applicable privacy promises; opt-outs and suppressions shall be preserved lawfully without reactivation. Parties shall protect nonpublic information except lawful disclosures and authorized confidential advisers.

6. General Terms

Nevada law and properly venued Nevada state or federal courts govern, subject to mandatory law. This is the complete agreement for this sale. Changes require the affected Parties' signed writing. No assignment releases an obligor without consent. No partnership, employment or implied personal guaranty is created. Each bears its own negotiation expenses. Notices may be delivered personally or by acknowledged email to the addresses used for this transaction. Business days exclude weekends and U.S. federal holidays. Counterparts and lawful electronic signatures are permitted.

Signatures

IN WITNESS WHEREOF, the entity Parties have executed this Agreement through their duly authorized signatories, and DeAndre L. Moore has executed it individually, as of the actual dates and times set forth below.

BUYER: InnerScope Hearing Technologies, Inc.

By: _____ Matthew Moore, Chief Executive Officer

Actual date/time: 11/3/26 @ 6:21pm

SELLER: InnovateIQ Labs, LLC

By: DeAndre Moore DeAndre L. Moore, Managing Member

Actual date/time: 11/4/26 @ 1:45pm

SELLER: Hue Hearing LLC

By: DeAndre Moore DeAndre L. Moore, Managing Member

Actual date/time: 11/4/26 @ 1:45pm

RECIPIENT / PAYEE AND PERSONAL INDEMNITOR: DeAndre L. Moore, individually

Signature: DeAndre Moore Actual date/time: 11/4/26 @ 1:45pm

Moore expressly agrees to his Section 1 transfer and handover obligations and the Section 2 indemnity in his individual capacity, in addition to signing for both Sellers.