

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

**CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): **February 6, 2026**

BALANCE LABS, INC.

(Exact name of registrant as specified in its charter)

Delaware (State or Other Jurisdiction of Incorporation or Organization)	333-202959 (Commission File Number)	47-1146785 (IRS Employer Identification No.)
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**407 Lincoln Road, Suite 9F
Miami Beach, Florida 33139**
(Address of Principal Executive Offices)

(305) 907-7600
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)).

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:	Trading Symbol(s)	Name of each exchange on which registered:
None	None	None

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by 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 Arrangement of Certain Officers.

On February 6, 2026, the Board of Directors (the "Board") of Balance Labs, Inc., a Delaware corporation (the "Company") appointed Alexander Farkas as President and Chief Operating Officer ("President and Chief Operating Officer") of the Company, effective February 9, 2026 (the "Effective Date").

Mr. Farkas, 24, began his career working with Blink Charging (Nasdaq: BLNK), assisting with EV charger design, sales and deployment. He later served in the Special Forces Engineering Division of the Israel Defense Forces, gaining technical and operational experience that informs his approach to structured, rules-based business operations. Following his military service, Mr. Farkas founded a private investment fund and subsequently became a registered representative at Farkas Capital, a licensed broker/dealer, where he gained exposure to capital markets and digital assets. During this period he also raised capital for NextNRG's (Nasdaq: NXXT) solar-energy projects, adding to his experience in emerging-technology infrastructure and capital formation. Mr. Farkas's background in energy systems, early-stage investing, and digital-asset markets aligns with the Company's mission to operate a disciplined, transparent, multi-line digital-asset operating business.

In connection with his appointment, the Company and Mr. Farkas executed an offer letter (the "President Offer Letter"), effective as of the Effective Date, that provides for the following material terms.

Under the terms of the President Offer Letter, Mr. Farkas is eligible to receive an annual base salary of \$120,000. In addition, Upon meeting pre-determined annual Key Performance Indicators ("KPIs"), Mr. Farkas will have a target bonus of 65% of his base salary and be eligible to receive a bonus amount of up to 125% of his then current base salary. Mr. Farkas will be able to elect to receive his bonus in shares of the Company's common stock.

The employment of Mr. Farkas under the President Offer Letter has an initial term of two years and will automatically renew for successive two-year terms unless the Company

provides at least 30 days' written notice that the Company wishes to terminate the employment. In the event of a termination by the Company for Cause, as defined in the President Offer Letter, the Company may by written notice immediately terminate the employment and, in that event, the Company shall be obligated only to pay the compensation due to Mr. Farkas up to the date of termination. Upon Termination Without Cause by the Company or for Good Reason, as defined in the President Offer Letter, by Mr. Farkas, the Company will (i) continue payment of the Base Salary for 3 months and (ii) Mr. Farkas will be entitled to COBRA benefits until the earlier of (x) 3 months from the end of the month in which the employment was terminated or (y) eligibility for benefits with another employer.

Mr. Farkas will be bound by standard restrictive covenants under the President Offer Letter, including, among other terms, non-competition obligations.

Mr. Farkas is the son of Michael Farkas, the Chairman of the Board of the Company.

The foregoing description of the President Offer Letter is subject to and qualified in its entirety by reference to the full text of the President Offer Letter, a copy of which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	President Offer Letter, executed February 6, 2026
104	Cover Page Interactive Data File (embedded as 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.

BALANCE LABS, INC.

Date: February 11, 2026

By: /s/ Alan Campbell
Name: Alan Campbell
Title: Chief Executive Officer

February 6, 2026

Dear Alexandar Farkas:

On behalf of Balance Labs, Inc. (the "Company"), the Company is pleased to offer you the position of President and Chief Operating Officer ("President & COO"). As President and COO you will report to the Company's CEO. You will work at the Company's offices in Miami Beach.

Base Salary. Your starting annual-base salary will be \$10,000 per month (\$120,000 annually), less applicable taxes, deductions, and withholdings, subject to annual review. You will be paid on the Company's regularly scheduled payday. The Company's current regularly scheduled payday is on the 15th and 30th of every month.

Annual Cash Bonus. Upon meeting pre-determined annual Key Performance Indicators ("KPIs"), you will have a target bonus of 65% of your base salary and be eligible to receive a bonus amount of up to 125% of your then current base salary, less applicable taxes, deductions, and withholdings. The Board, in its discretion may grant a cash bonus that is greater than 125% of your base salary. The KPIs will be established between you and the Board within 30 days of your acceptance of this Offer Letter and will be updated at least annually. You may elect to receive your bonus in shares of the Company's common stock. The amount of shares issued will be based on the price of the Company's common stock at the close on the date immediately preceding determination of the bonus amount by the Company's Board and/or compensation committee.

Clawbacks. All bonuses and equity grants are subject to the Company's "clawback" policies that may currently be in place or may be adopted in the future, including any established under the Dodd-Frank Wall Street Reform and Consumer Protection Act.

Business Expense Reimbursement. Upon presentation of appropriate documentation in accordance with the Company's expense reimbursement policies, the Company will reimburse you for the reasonable pre-approved business expenses you incur in connection with your employment.

Paid Time Off. You will accrue Paid Time Off, which you will be allowed to use for absences due to illness, vacation, or personal need, at a rate of 160 hours, or twenty (20) days (based upon an eight-hour work-day), per year.

Term and Termination. The initial term shall be two (2) years commencing on your Employment Start Date (the "Term"). On the second anniversary, your employment will be renewed automatically for an additional two year term, unless the Company provides you with a notice of non-renewal at least 30 days prior to the end of the Term.

Termination for Cause. This Agreement may be terminated for Cause (as defined below) by the Company before the expiration of the Term provided for herein if, during the Term of this Agreement, the Employee (i) materially violates the provisions of the Non-Competition Agreement or the Confidentiality Agreements; (ii) is convicted of, or pleads nolo contendere to, any crime involving misuse or misappropriation of money or other property of the Company or any felony; (iii) exhibits repeated willful or wanton failure or refusal to perform his duties in furtherance of the Company's business interest or in accordance with this Agreement, which failure or refusal is not remedied by the Employee within thirty (30) days after notice from the Company; (iv) commits an intentional tort against the Company, which materially adversely affects the business of the Company; (v) commits any flagrant act of dishonesty or disloyalty or any act involving gross moral turpitude, which materially adversely affects the business of the Company; or (vi) exhibits immoderate use of alcohol or drugs which, in the opinion of an independent physician selected by the Company, impairs the Employee's ability to perform his duties hereunder (all of the foregoing clauses (i) through (vi) constituting reasons for termination for "Cause"), provided that unsatisfactory business performance of the Company, or mere inefficiency, or good faith errors in judgment or discretion by the Employee shall not constitute grounds for termination for Cause hereunder. In the event of a termination for Cause, the Company may by written notice immediately terminate his employment and, in that event, the Company shall be obligated only to pay the Employee the compensation due him up to the date of termination, all accrued, vested or earned benefits under any applicable benefit plan and any other compensation to which the Employee is entitled up to and ending on the date of the Employee's termination.

Termination Without Cause or for Good Reason (including following Change in Control) The Company may terminate your employment without Cause. Upon Termination Without Cause by the Company or for Good Reason by you, the Company will (i) continue payment of your Base Salary for 3 months (which shall not be adjusted for any remaining employment term) and (ii) you will be entitled to COBRA benefits until the earlier of 3 months from the end of the month in which you are terminated or eligibility for benefits with another employer. Good Reason (including following a change in control) shall mean (i) reduction in your base salary, (ii) material reduction in responsibilities or job title, or (iii) Company requiring you to relocate more than 50 miles from the Company's executive office.

Termination: In the event of any termination of this Agreement, all further vesting of your outstanding equity awards or bonuses, as well as all payments of compensation by the Company to you hereunder will terminate immediately (except as to amounts already earned and vested).

Indemnification. The Company shall indemnify, defend and hold you harmless, to the maximum extent permitted by law, from and against all claims, demands, causes of action, suits, judgments, fines, amounts paid in settlement and all reasonable expenses, including attorneys' fees incurred by you, in connection with the defense of, or as a result of, any action or proceeding (or any appeal from any action or proceeding) in which you are made or threatened to be made a party by reason of the fact that you were an officer or director of the Company, regardless of whether such action or proceeding is one brought by or in the right of the Company. The Company agrees that you shall be covered and insured up to the full limits provided by all directors and officers insurance which the Company maintains to indemnify its officers and directors.

Confidentiality and No Conflict with Prior Agreements. As an employee of the Company, it is likely that you will become knowledgeable about confidential and/or proprietary information related to the operations, products, and services of the Company and its clients. Similarly, you may have confidential or proprietary information from prior employers that must not be used or disclosed to anyone at the Company. By accepting this offer you are certifying that you will keep the Company's and your prior employer's information confidential. In addition, the Company requests that you comply with any existing and/or continuing contractual obligations that you may have with your former employers. By signing this Agreement, you represent that your employment with the Company shall not breach any agreement you have with any third party.

Obligations. During your employment, you shall devote your full business efforts and time to the Company. However, this obligation shall not preclude you from engaging in appropriate civic, charitable or religious activities, or, with the consent of the Board, from serving on the boards of directors of companies that are not competitors to the Company, as long as these activities do not materially interfere or conflict with your responsibilities to, or your ability to perform your duties of employment at, the Company. Any outside activities must be in compliance with and if required, approved by any Company governance guidelines.

Non-competition. You agree that during your employment with the Company you will not engage in, or have any direct or indirect interest in, any person, firm, corporation, or business (whether as an employee, officer, director, agent, security holder, creditor, consultant, partner or otherwise) that is competitive with the business of the Company.

Governing Law. This Agreement shall be governed by the laws of the State of Florida, and you submit to the exclusive jurisdiction and venue of the courts situated in the State of Florida, County of Miami-Dade for all disputes, claims, or complaints arising out of this Agreement.

Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT

IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Background Check. You represent that all information provided to the Company or its agents with regard to your background is true and correct.

We look forward to you accepting this offer. Please indicate your acceptance of this offer by signing below and returning an executed copy of this offer to me at your earliest convenience.

Sincerely,

Alan Campbell
Chief Executive Officer

I accept this offer of employment with Balance Labs, Inc. and agree to the terms and conditions outlined in this letter as of the date set forth above.

Employment start date:
February 9, 2026

Alexander Farkas