
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 31, 2026

Live Ventures Incorporated

(Exact name of Registrant as Specified in Its Charter)

Nevada
(State or Other Jurisdiction
of Incorporation)

001-33937
(Commission File Number)

85-0206668
(IRS Employer
Identification No.)

8548 Rozita Lee Ave., Suite 305
Las Vegas, Nevada
(Address of Principal Executive Offices)

89113
(Zip Code)

Registrant's Telephone Number, Including Area Code: (702) 939-0231

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	LIVE	The NASDAQ Stock Market LLC

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

Emerging growth company

If an emerging growth company, indicate by 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

On March 31, 2026, pursuant to a written consent of the Compensation Committee of the Board of Directors of Live Ventures Incorporated (the “Company”), Vintage Stock Inc. (“Vintage Stock”), an indirect, wholly-owned subsidiary of the Company, entered into a Third Amendment (the “Third Amendment”) to the Employment Agreement, as previously amended (the “Employment Agreement”), with Rodney Spriggs (“Mr. Spriggs”), President and Chief Executive Officer of Vintage Stock. The Third Amendment, effective as of March 31, 2026, provides for: (i) a two-year extension of the termination date to March 31, 2028 (unless terminated earlier according to the terms of the Employment Agreement or otherwise extended); (ii) the payment on or before April 14, 2026 of a one-time cash bonus in the amount of \$250,000; and (iii) an incremental 80 hours of paid time off per calendar year to Mr. Spriggs, in addition to any paid time off or vacation to which Mr. Spriggs is otherwise entitled under the Employment Agreement or Company policy. Other than as set forth in the Third Amendment, the provisions of the Employment Agreement remain in full force and effect.

The description of the Third Amendment does not purport to be complete and is qualified in its entirety by reference to the Third Amendment, a copy of which is filed herewith as Exhibit 10.145 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.145	Third Amendment to Employment Agreement dated March 31, 2026 between Vintage Stock Inc. and Rodney Spriggs.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, we have duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LIVE VENTURES INCORPORATED

By: /s/ Jon Isaac
Name: Jon Isaac
Title: Chief Executive Officer

Dated: April 8, 2026

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

THIS THIRD AMENDMENT TO EMPLOYMENT AGREEMENT (this "*Amendment*") is made and entered into this 27th day of March 2026 (the "*Effective Date*"), by and between VINTAGE STOCK, INC., a Missouri corporation (the "*Company*") and Rodney Spriggs, a resident of the State of Missouri (the "*Executive*").

WHEREAS, the Company and the Executive are parties to the certain Employment Agreement

dated effective November 3, 2016, as amended by the Second Amendment to Employment Agreement dated April 19th 2024 (as amended, the "*Employment Agreement*"); and

WHEREAS, the parties desire to further amend the terms of the Employment Agreement on the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Employment Agreement.
 2. **Amendments to Employment Agreement.** The Employment Agreement is hereby amended as follows:
 - a. **Extension of Term.** The Term of the Employment Agreement, as set forth in Section 2 thereof (as amended by the Second Amendment), is hereby extended by twenty-four (24) months from the then-current expiration date of the Term. For the avoidance of doubt, if the Term is currently set to expire on March 31, 2026, the Term shall be extended to March 31, 2028, unless terminated earlier pursuant to Section 5 of the Employment Agreement. Thereafter, the Term shall continue to be subject to the renewal provisions set forth in Section 2 of the Employment Agreement, as amended by the Second Amendment.
 - b. **One-Time Bonus.** In recognition of the Executive's contributions to the Company, the Company shall pay the Executive a one-time cash bonus in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "*Signing Bonus*"), payable within ten (10) business days following the Effective Date, subject to applicable withholdings and in accordance with the Company's customary payroll practices and applicable wage payment laws.
 - c. **Additional Paid Time Off** Effective as of the Effective Date, the Executive shall be entitled to an additional eighty (80) hours of paid time off ("*PTO*") per calendar year, in addition to any PTO or vacation to which the Executive is otherwise entitled under the
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Employment Agreement or Company policy. Such additional PTO shall accrue and be administered in accordance with the Company's customary PTO policies as in effect from time to time. For the calendar year in which the Effective Date falls, such additional PTO shall be prorated based on the number of remaining days in the calendar year following the Effective Date.

3. **Reference to Employment Agreement.** Upon the effectiveness of this Amendment, each reference in the Employment Agreement to "this Agreement," "hereunder," or words of like import shall mean and be a reference to the Employment Agreement, as amended by this Amendment.
 4. **Effect of Amendment.** Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Employment Agreement, which shall remain in full force and effect.
 5. **Governing Law.** This Amendment, for all purposes, shall be construed in accordance with the laws of Missouri without regard to conflicts of laws principles.
 6. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
 7. **Miscellaneous.** This Amendment expresses the entire understanding of the parties with respect to the subject matter hereof and may not be amended except in a writing signed by the parties.
 8. **Further Assurances.** Each party agrees to take such further actions as the other shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.
 9. **Electronic Execution and Delivery.** A reproduction of this Amendment may be executed by one or more parties hereto, and an executed copy of this Amendment may be delivered by one or more parties hereto by electronic transmission pursuant to which the signature of or on behalf of such party can be seen and such execution and delivery shall be considered valid, binding, and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Amendment as well as any electronic or other reproduction hereof.
 10. **Representations.** Executive represents and warrants to the Company that the execution and delivery of this Amendment, and the performance of his obligations hereunder, are not in violation of, and do not and shall not conflict or constitute a default under, any of the terms and provisions of any agreement or instrument to which Executive is subject, and that this Amendment has been duly executed and delivered by Executive and, once executed by the Company, is a valid and binding obligation in accordance with its terms. It is important that Executive completely understands the terms and conditions in this Amendment. Executive expressly acknowledges and
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represents that: (i) Executive is competent to execute this Amendment; (ii) the Company has advised the Executive to consult with an attorney before signing this Amendment; and (iii) Executive is executing this Amendment voluntarily.

11. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Remainder of this page is intentionally left blank; signatures begin on the next page.)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed effective as of the date first written above.

VINTAGE STOCK, INC.

Name: Jon Isaac
Title: Director

EXECUTIVE

Signature: ____
Print Name: Rodney Spriggs