

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): October 22, 2026 (October 16, 2026)

CXApp Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-39642

(Commission
File Number)

85-2104918

(IRS Employer
Identification No.)

Four Palo Alto Square, Suite 200,
3000 El Camino Real,
Palo Alto, California 94306

(Address of principal executive offices, including zip code)

(650) 785-7171

(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 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, par value \$0.0001 per share	CXAI	The Nasdaq Stock Market LLC
Warrants to purchase common stock	CXAIW	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 1.01 Entry into a Material Definitive Agreement.

As previously disclosed, CXApp Inc. (the “Company”) has sold and issued to Avondale Capital, LLC (“Avondale”) certain pre-paid purchases (the “Pre-Paid Purchases”) pursuant to (i) a Securities Purchase Agreement, dated March 26, 2025, between the Company and Avondale, providing for the issuance and sale of Pre-Paid Purchases up to an aggregate purchase amount of \$20,000,000 (the “2025 Purchase Agreement”), and (ii) a Securities Purchase Agreement, dated March 27, 2026, between the Company and Avondale, providing for the issuance and sale of Pre-Paid Purchases up to an aggregate purchase amount of \$40,000,000 (the “2026 Purchase Agreement” and, together with the 2025 Purchase Agreement, the “Purchase Agreements”). Under the Pre-Paid Purchases, Avondale may, at its option, require the Company to issue shares of the Company’s common stock, par value \$0.0001 per share (the “Common Stock”), in satisfaction of all or part of the outstanding balance of the applicable Pre-Paid Purchase.

On October 21, 2026, the Company and Avondale entered into a Standstill Agreement (the “Standstill Agreement”), pursuant to which, for a period of 90 days (the “Standstill Period”), Avondale has agreed not to make any purchases under the terms of any outstanding Pre-Paid Purchase on any trading day unless, on such trading day, (a) the Common Stock has traded at a price of at least 110% of the “Minimum Price” (as defined in Nasdaq Listing Rule 5635(d)) and (b) the trading volume of the Common Stock is at least \$250,000 (together, the “Purchase Conditions”).

The standstill will terminate immediately upon any breach by the Company of the Standstill Agreement or the related transaction documents. Upon termination or expiration of the Standstill Period, Avondale may resume purchases in accordance with the terms of the Pre-Paid Purchases, which could result in the issuance of additional shares of Common Stock and dilution to the Company’s existing stockholders. The Standstill Agreement does not waive any existing event of default under the Pre-Paid Purchases, and the Pre-Paid Purchases otherwise remain in full force and effect.

The foregoing description of the Standstill Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Standstill Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

Between August 24, 2026 and October 21, 2026, the Company issued an aggregate of 214,072 shares of Common Stock to Avondale under Pre-Paid Purchase #4, dated as of December 30, 2025, which was entered into pursuant to the 2025 Purchase Agreement. The shares of Common Stock were issued at a price between \$1.743651 and \$4.3498 per share. The offer and sale of these shares of Common Stock was made in reliance on Section 4(a)(2) of the Securities Act of 1933, as amended, for transactions not involving a public offering.

Item 8.01 Other Events.

Share Repurchase Program

On October 21, 2026, the Company’s Board of Directors (the “Board”) authorized a share repurchase program under which the Company may repurchase shares of its outstanding Common Stock for an aggregate purchase price of up to \$1,000,000 (the “Repurchase Program”). Repurchases under the Repurchase Program may be made from time to time through open-market purchases, privately negotiated transactions or other lawful means, and in a manner intended to comply with the applicable law. The timing, amount, price and manner of any repurchases will be determined by management in its discretion and will depend on a variety of factors, including market conditions, the Company’s financial position, liquidity and capital requirements, applicable legal requirements, and any limitations contained in the Company’s financing arrangements.

The Repurchase Program has no expiration date and will continue until the authorized amount has been utilized or until the Board modifies, suspends or terminates it. The Repurchase Program does not obligate the Company to acquire any particular number of shares of Common Stock and may be modified, suspended or discontinued at any time without prior notice.

On October 22, 2026, the Company issued a press release, a copy of which is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Cautionary Statement Regarding Forward-Looking Statements

This Current Report on Form 8-K includes “forward-looking statements” within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995. The expectations, estimates, and projections of the Company may differ from its actual results and consequently, you should not rely on these forward-looking statements as predictions of future events. Words such as “expect,” “estimate,” “project,” “budget,” “forecast,” “anticipate,” “intend,” “plan,” “may,” “will,” “could,” “should,” “believes,” “predicts,” “potential,” “continue,” or the negative or other variations thereof and similar expressions are intended to identify such forward-looking statements. These forward-looking statements include, without limitation, statements regarding the Repurchase Program, including the amount and timing of any repurchases; the Standstill Agreement and its effects on potential future issuances of Common Stock; the Company’s operating efficiency initiative and its goal of achieving positive operating cash flow by the third quarter of 2027; expectations with respect to future performance of the Company; and other statements that are not historical facts. These statements are based on the current expectations of the Company’s management and are not predictions of actual performance. These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from the expected results. Factors that may cause such differences include, but are not limited to: the demand for the Company’s services together with the possibility that the Company may be adversely affected by other economic, business, and/or competitive factors or changes in the business environment in which the Company operates; changes in consumer preferences or the market for the Company’s services; changes in applicable laws or regulations; the availability or competition for opportunities for expansion of the Company’s business; the Company’s ability to achieve positive operating cash flow by the third quarter of 2027 and realize anticipated cost savings; potential dilution resulting from the Pre-Paid Purchases, including on trading days on which the Purchase Conditions are satisfied and following the expiration or termination of the Standstill Agreement; the amount and timing of any share repurchases and the availability of funds to effect any such repurchases; difficulties of managing growth profitably; the loss of one or more members of the Company’s management team; loss of a major customer and other risks and uncertainties included from time to time in the Company’s reports (including all amendments to those reports) filed with the Securities and Exchange Commission. The Company cautions that the foregoing list of factors is not exclusive. You should not place undue reliance upon any forward-looking statements, which speak only as of the date made. The Company does not undertake or accept any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements to reflect any change in its expectations or any change in events, conditions, or circumstances on which any such statement is based, except as required by law.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Standstill Agreement, dated October 21, 2026, by and between CXApp Inc. and Avondale Capital, LLC.
99.1	Press release issued by CXApp Inc. on October 22, 2026.
104	Cover Page Interactive Data File (embedded within 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.

CXApp Inc.

Date: October 22, 2026

By: /s/ Khurram P. Sheikh

Name: Khurram P. Sheikh

Title: Chairman and Chief Executive Officer

STANDSTILL AGREEMENT

This Standstill Agreement (this “Agreement”) is entered into as of October 21, 2026 (the “Effective Date”) by and between Avondale Capital, LLC, a Utah limited liability company (“Investor”), and CXApp Inc., a Delaware corporation (“Company”). Capitalized terms used in this Agreement without definition shall have the meanings given to them in the Pre-Paid Purchases (as defined below).

- A. Company previously sold and issued to Investor certain Pre-Paid Purchases (the “Pre-Paid Purchases”) pursuant to: (i) that certain Securities Purchase Agreement dated March 26, 2025 by and between Investor and Company; and (ii) that certain Securities Purchase Agreement dated March 27, 2026 by and between Investor and Company (together, the “Purchase Agreements”, and together with all other documents entered into in conjunction therewith, the “Transaction Documents”).
- B. Company has requested and Investor has agreed, subject to the terms, conditions and understandings expressed in this Agreement, to refrain and forbear temporarily from making purchases under the Pre-Paid Purchases unless certain conditions are satisfied.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals and Definitions. Each of the parties hereto acknowledges and agrees that the recitals set forth above in this Agreement are true and accurate, are contractual in nature, and are hereby incorporated into and made a part of this Agreement. The following terms used herein will have the following meanings:

“Nasdaq Minimum Price” means the “Minimum Price” as defined in Nasdaq Rule 5635(d).

“Purchase Conditions” means that on any given Trading Day: (a) the Common Shares have traded at a price at least 110% of the Nasdaq Minimum Price for such Trading Day; and (b) the Trading Volume for such Trading Day is at least \$250,000.00 at any time during such Trading Day.

“Trading Volume” means the cumulative dollar trade volume of the Common Shares on all trading markets on any given Trading Day, including during pre-market, regular, and post-market trading hours, as reported by Bloomberg, L.P.

2. Standstill. For the period beginning on the Effective Date and ending on the date that is ninety (90) days after the Effective Date (the “Standstill Period”), Investor will not make any purchases under Section 3 of any outstanding Pre-Paid Purchase unless on such Trading Day the Purchase Conditions have been satisfied (the “Standstill”).

3. Ratification of the Pre-Paid Purchases. Except as set forth herein, the Pre-Paid Purchases shall be and remain in full force and effect in accordance with their terms and are hereby ratified and confirmed in all respects. Company acknowledges that it is unconditionally obligated to pay the remaining balances of the Pre-Paid Purchases and represents that such obligation is not subject to any defenses, rights of offset or counterclaims. No forbearance or waiver other than as expressly set forth herein may be implied by this Agreement. Except as expressly set forth herein, the execution, delivery, and performance of this Agreement shall not operate as a waiver of, or as an amendment to, any right, power or remedy of Investor under the Pre-Paid Purchases or the Transaction Documents, as in effect prior to the date hereof.

4. Failure to Comply. Company understands that the Standstill shall terminate immediately upon the occurrence of any breach of this Agreement or any of the Transaction Documents and that in any such case, Investor may seek all recourse available to it under the terms of this Agreement, the Transaction Documents, or applicable law. Upon the termination of this Agreement or the termination or expiration of the Standstill Period, among other rights, Investor shall have the right to make purchases in accordance with the terms of the Pre-Paid Purchases.

5. Representations, Warranties and Agreements. In order to induce Investor to enter into this Agreement, Company, for itself, and for its affiliates, successors and assigns, hereby acknowledges, represents, warrants and agrees as follows:

- (a) Company has full power and authority to enter into this Agreement and to incur and perform all obligations and covenants contained herein, all of which have been duly authorized by all proper and necessary action. No consent, approval, filing or registration with or notice to any governmental authority is required as a condition to the validity of this Agreement or the performance of any of the obligations of Company hereunder.
- (b) Any Event of Default which may have occurred under the Pre-Paid Purchases has not been, is not hereby, and shall not be deemed to be waived by Investor, expressly, impliedly, through course of conduct or otherwise. The agreement of Investor to refrain and forbear from exercising any rights and remedies by reason of any existing default or any future default shall not constitute a waiver of, consent to, or condoning of, any other existing or future default.
- (c) All understandings, representations, warranties and recitals contained or expressed in this Agreement are true, accurate, complete, and correct in all respects; and no such understanding, representation, warranty, or recital fails or omits to state or otherwise disclose any material fact or information necessary to prevent such understanding, representation, warranty, or recital from being misleading. Company acknowledges and agrees that Investor has been induced in part to enter into this Agreement based upon Investor's justifiable reliance on the truth, accuracy, and completeness of all understandings, representations, warranties, and recitals contained in this Agreement. There is no fact known to Company or which should be known to Company which Company has not disclosed to Investor on or prior to the date hereof which would or could materially and adversely affect the understandings of Investor expressed in this Agreement or any representation, warranty, or recital contained in this Agreement.
- (d) Except as expressly set forth in this Agreement, Company acknowledges and agrees that neither the execution and delivery of this Agreement nor any of the terms, provisions, covenants, or agreements contained in this Agreement shall in any manner release, impair, lessen, modify, waive, or otherwise affect the liability and obligations of Company under the terms of the Pre-Paid Purchases or any of the other Transaction Documents.
- (e) Company has no defenses, affirmative or otherwise, rights of setoff, rights of recoupment, claims, counterclaims, actions or causes of action of any kind or nature whatsoever against Investor, directly or indirectly, arising out of, based upon, or in any manner connected with, the transactions contemplated hereby or the Transaction Documents, whether known or unknown, which occurred, existed, was taken, permitted, or begun prior to the execution of this Agreement and occurred, existed, was taken, permitted or begun in accordance with, pursuant to, or by virtue of any of the terms or conditions of the Transaction Documents.
- (f) Company hereby acknowledges that it has freely and voluntarily entered into this Agreement after an adequate opportunity and sufficient period of time to review, analyze, and discuss (i) all terms and conditions of this Agreement, (ii) any and all other documents executed and delivered in connection with the transactions contemplated by this Agreement, and (iii) all factual and legal matters relevant to this Agreement and/or any and all such other documents, with counsel freely and independently selected by Company (or had the opportunity to be represented by counsel). Company further acknowledges and agrees that it has actively and with full understanding participated in the negotiation of this Agreement and all other documents executed and delivered in connection with this Agreement after consultation and review with its counsel (or had the opportunity to be represented by counsel), that all of the terms and conditions of this Agreement and the other documents executed and delivered in connection with this Agreement have been negotiated at arm's-length, and that this Agreement and all such other documents have been negotiated, prepared, and executed without fraud, duress, undue influence, or coercion of any kind or nature whatsoever having been exerted by or imposed upon any party by any other party. No provision of this Agreement or such other documents shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated, or drafted such provision.

- (g) There are no proceedings or investigations pending or threatened before any court or arbitrator or before or by, any governmental, administrative, or judicial authority or agency, or arbitrator, against Company.
- (h) There is no statute, regulation, rule, order or judgment and no provision of any mortgage, indenture, contract or other agreement binding on Company, which would prohibit or cause a default under or in any way prevent the execution, delivery, performance, compliance or observance of any of the terms and conditions of this Agreement and/or any of the other documents executed and delivered in connection with this Agreement.
- (i) Company is solvent as of the date of this Agreement, and none of the terms or provisions of this Agreement shall have the effect of rendering Company insolvent. The terms and provisions of this Agreement and all other instruments and agreements entered into in connection herewith are being given for full and fair consideration and exchange of value.

6. Certain Acknowledgments. Each of the parties acknowledges and agrees that no property or cash consideration of any kind whatsoever has been or shall be given by Investor to Company in connection with the Standstill.

7. Arbitration. Each party agrees that any dispute arising out of or relating to this Agreement shall be subject to the Arbitration Provisions (as defined in the Purchase Agreements).

8. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah without regard to the principles of conflict of laws. Each party agrees that the proper venue for any dispute arising out of or relating to this Agreement shall be determined in accordance with the provisions of the Transaction Documents. COMPANY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

9. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument. The exchange of copies of this Agreement and of electronic signatures shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Electronic signatures shall be deemed to be original signatures for all purposes.

10. Attorneys' Fees. In the event of any arbitration or action at law or in equity to enforce or interpret the terms of this Agreement, the parties agree that the prevailing party shall be entitled to an additional award of the full amount of the attorneys' fees and expenses incurred by such prevailing party in connection with the arbitration, litigation and/or dispute without reduction or apportionment based upon the individual claims or defenses giving rise to the fees and expenses. Nothing herein shall restrict or impair an arbitrator's or a court's power to award fees and expenses for frivolous or bad faith pleading.

11. Severability. If any part of this Agreement is construed to be in violation of any law, such part shall be modified to achieve the objective of the parties to the fullest extent permitted and the balance of this Agreement shall remain in full force and effect.

12. Entire Agreement. This Agreement, together with the Transaction Documents, and all other documents referred to herein, supersedes all other prior oral or written agreements between Company, Investor, its affiliates and persons acting on its behalf with respect to the matters discussed herein, and this Agreement and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither Investor nor Company makes any representation, warranty, covenant or undertaking with respect to such matters.

13. No Reliance. Company acknowledges and agrees that neither Investor nor any of its officers, members, managers, representatives or agents has made any representations or warranties to Company or any of its agents, representatives, officers, directors, stockholders, or employees except as expressly set forth in this Agreement and the Transaction Documents and, in making its decision to enter into the transactions contemplated by this Agreement and the Transaction Documents, Company is not relying on any representation, warranty, covenant or promise of Investor or its officers, members, managers, agents or representatives other than as set forth in this Agreement and in the Transaction Documents.

14. Amendments. This Agreement may be amended, modified, or supplemented only by written agreement of the parties. No provision of this Agreement may be waived except in writing signed by the party against whom such waiver is sought to be enforced.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement or any of the severable rights and obligations inuring to the benefit of or to be performed by Investor hereunder may be assigned by Investor to a third party, including its financing sources, in whole or in part. Company may not assign this Agreement or any of its obligations herein without the prior written consent of Investor.

16. Continuing Enforceability; Conflict Between Documents. Except as otherwise modified by this Agreement, the Pre-Paid Purchases and each of the other Transaction Documents shall remain in full force and effect, enforceable in accordance with all of their original terms and provisions. This Agreement shall not be effective or binding unless and until it is fully executed and delivered by Investor and Company. If there is any conflict between the terms of this Agreement, on the one hand, and the Pre-Paid Purchases or any other Transaction Document, on the other hand, the terms of this Agreement shall prevail.

17. Time is of Essence. Time is of the essence with respect to each and every provision of this Agreement.

18. Notices. Unless otherwise specifically provided for herein, all notices, demands or requests required or permitted under this Agreement to be given to Company or Investor shall be given as set forth in the "Notices" section of the Purchase Agreements.

19. Further Assurances. Each party shall do and perform or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

COMPANY:

CXAPP INC.

By: /s/ Khurram Sheikh
 Name: Khurram Sheikh
 Title: Chief Executive Officer

INVESTOR:

AVONDALE CAPITAL, LLC

By: /s/ John Fife
 Name: John Fife
 Title: President



CXAI Announces \$1 Million Share Repurchase Program and Standstill Agreement with Financing Partner; Targets Positive Operating Cash Flow by Q3 2027

Strategic initiatives designed to strengthen capital structure, enhance financial discipline and support long-term shareholder value

PALO ALTO, CA — October 22, 2026. — CXApp Inc. (Nasdaq: CXAI), an enterprise agentic AI platform company, today announced a series of strategic initiatives designed to strengthen its capital structure, enhance financial discipline and advance its transformation into a financially sustainable, recurring-revenue AI business.

The initiatives include a **share repurchase program of up to \$1 million**, a **standstill agreement** with Avondale Capital, LLC, and a comprehensive AI-based operating efficiency program. Together, these initiatives are intended to strengthen financial flexibility, support disciplined capital allocation and accelerate CXAI's progress toward its goal of achieving **positive operating cash flow**, which management is targeting **by the third quarter of 2027**.

These initiatives build on CXAI's expanded global operating platform following its acquisition of EngineRoom, resulting in a pro-forma annualized revenue run-rate exceeding **\$12 million**. Together with recent enterprise customer wins and continued innovation in agentic AI, this expansion provides a strong foundation for scalable growth and improved operating leverage.

"CXAI has reached an important inflection point. We have expanded our global operating capabilities, established a broader recurring-revenue platform and strengthened our enterprise AI technology and customer relationships.

*"Our Board's authorization of a \$1 million share repurchase program reflects our confidence in CXAI's long-term prospects and our commitment to disciplined capital allocation. Combined with our operating efficiency initiatives and expanding enterprise AI capabilities, we believe we have established a strong foundation to drive sustainable financial performance and long-term shareholder value," said **Khurram Sheikh**, Chairman and Chief Executive Officer of CXAI.*

\$1 Million Share Repurchase Program

CXAI's Board of Directors has authorized a share repurchase program of up to **\$1 million** of the Company's outstanding common stock.

The authorization provides management with flexibility to repurchase shares opportunistically when it determines that such purchases represent an attractive use of capital, taking into account the Company's financial position, operating requirements and strategic priorities.

The program reflects the Board's confidence in CXAI's long-term business prospects and commitment to disciplined capital allocation.

Repurchases may be made from time to time through open-market transactions or other legally permissible methods, subject to market conditions, applicable securities laws, the Company's financing arrangements and management discretion.

Avondale Standstill Agreement

CXAI has entered into a conditional **90-day standstill agreement** with its financing partner Avondale Capital, LLC concerning its outstanding Pre-Paid Purchase financing instruments.

Under the agreement, Avondale has agreed to restrict specified purchase and conversion-related activity during the standstill period unless defined stock-price and trading-volume conditions are satisfied. If these stock-price and trading-volume conditions are satisfied, Avondale may resume purchases and conversions under the applicable instruments, which could result in the issuance of additional shares and dilution to existing stockholders.

The agreement is intended to provide greater predictability regarding potential future equity issuances and represents an important step toward strengthening CXAI's capital structure, enhancing financial flexibility, and supporting the Company's long-term growth strategy.

Targeting Positive Operating Cash Flow by Q3 2027

CXAI is implementing a comprehensive operating efficiency initiative focused on leveraging AI-driven automation to streamline operations, optimize external expenditures and improve operating leverage, while preserving and expanding the revenue-generating capabilities of its global operations.

The Company intends to maintain disciplined investment in its enterprise AI platform, customer deployments and commercial growth initiatives.

Management is targeting **positive operating cash flow by the third quarter of 2027**. Achievement of this goal depends on a number of factors, including the Company's ability to grow recurring revenue, realize anticipated cost optimization, and operational efficiencies, and continue commercial execution.

Building on Strong Commercial and Product Momentum

CXAI's recent milestones include more than **\$4 million in aggregate contracted value** from announced global financial-services enterprise agreements, and the launch of **Beat**, its agentic AI solution for intelligent enterprise workflow automation.

"CXAI is entering an exciting new phase of growth and execution," Sheikh concluded.

"We have built a strong foundation through our technology, expanding customer relationships and global capabilities. Now, our focus is on translating that momentum into sustainable financial performance, with a clear target of achieving positive operating cash flow by Q3 2027. We believe we are well positioned to unlock the long-term potential of our enterprise AI platform and create lasting value for our shareholders."

About CXAI

CXApp Inc. (Nasdaq: CXAI) is an enterprise agentic AI platform company developing intelligent software that connects people, places, workflows and operational data.

Through its CXAI 2.0 platform, the Company combines agentic AI, enterprise integrations, spatial intelligence and operational analytics to improve productivity, automate enterprise workflows and enable more intelligent enterprise operations.

Investor Relations: marketing@cxapp.com

Forward-Looking Statements

This press release includes “forward-looking statements” within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995. The expectations, estimates, and projections of the Company may differ from its actual results and consequently, you should not rely on these forward-looking statements as predictions of future events. Words such as “expect,” “estimate,” “project,” “budget,” “forecast,” “anticipate,” “intend,” “plan,” “may,” “will,” “could,” “should,” “believes,” “predicts,” “potential,” “continue,” or the negative or other variations thereof and similar expressions are intended to identify such forward looking statements. These forward-looking statements include, without limitation, expectations with respect to future performance of the Company, including projected financial information (which is not audited or reviewed by the Company’s auditors), and the future plans, operations and opportunities for the Company and other statements that are not historical facts. These statements are based on the current expectations of the Company’s management and are not predictions of actual performance. These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from the expected results. Factors that may cause such differences include, but are not limited to: the demand for the Company’s services together with the possibility that the Company may be adversely affected by other economic, business, and/or competitive factors or changes in the business environment in which the Company operates; changes in consumer preferences or the market for the Company’s services; changes in applicable laws or regulations; the availability or competition for opportunities for expansion of the Company’s business; the Company’s ability to achieve positive operating cash flow by the third quarter of 2027 and realize anticipated cost savings; potential dilution resulting from Avondale’s Pre-Paid Purchase financing instruments, including following the expiration or termination of the standstill agreement; the amount and timing of any share repurchases and the availability of funds to effect any such repurchases; difficulties of managing growth profitably; the loss of one or more members of the Company’s management team; loss of a major customer and other risks and uncertainties included from time to time in the Company’s reports (including all amendments to those reports) filed with the Securities and Exchange Commission. The Company cautions that the foregoing list of factors is not exclusive. You should not place undue reliance upon any forward-looking statements, which speak only as of the date made. The Company does not undertake or accept any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements to reflect any change in its expectations or any change in events, conditions, or circumstances on which any such statement is based, except as required by law. These forward-looking statements should not be relied upon as representing the Company’s assessments as of any date subsequent to the date of this communication.