

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): August 14, 2026

Arrive AI Inc.

(Exact Name of Registrant as Specified in Charter)

001-42645

(Commission File Number)

Delaware

(State or Other Jurisdiction
of Incorporation)

85-0935006

(I.R.S. Employer
Identification Number)

9100 Fall View Drive
Fishers, IN 46037

(Address of principal executive offices, with zip code)

(463) 270-0092

(Registrant's telephone number, including area code)

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	ARAI	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 (17 CFR§230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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

Pre-Paid Purchase No. 5 and Reduction of Floor Price Trigger

As previously disclosed, on August 6, 2026, the volume-weighted average price (“VWAP”) of the common stock of Arrive AI Inc. (the “Company”) fell below the floor price of \$0.25 per share (the “Floor Price”) then in effect under that certain Securities Purchase Agreement, dated March 21, 2025, by and between the Company and Streeterville Capital, LLC, a Utah limited liability company (“Streeterville”) (the “Purchase Agreement”), for at least five trading days within a seven consecutive trading day period, constituting a “Floor Price Trigger” (such date, the “Trigger Date”). As a result, the Company became obligated to make mandatory monthly cash repayments totaling \$962,500 (consisting of \$550,000 under Pre-Paid Purchase No. 2 and \$412,500 under Pre-Paid Purchase No. 3), plus accrued and unpaid interest, beginning three trading days after the Trigger Date and continuing until the Company’s VWAP exceeds 120% of the then-applicable Floor Price for five consecutive trading days.

To address these mandatory repayment obligations, on August 14, 2026, the Company entered into a Pre-Paid Purchase No. 5 (the “Pre-Paid Purchase No. 5”) with Streeterville, pursuant to the Purchase Agreement. Under the Pre-Paid Purchase No. 5, Streeterville paid \$100,000 to the Company, representing the purchase price for an unsecured promissory note with an original principal balance of \$108,000, which included an \$8,000 original issue discount. The instrument bears interest at 8% per annum, compounded daily, and permits Streeterville, at its discretion, to apply amounts outstanding toward the purchase of shares of common stock of the Company (“Purchase Shares”) at the lesser of (i) the Fixed Price (as defined in the Purchase Agreement), or (ii) 90% of the lowest VWAP over the ten trading days prior to a purchase notice, but not below \$0.10 per share, which reduced the Floor Price from \$0.25 to \$0.10 per share. The issuance of Purchase Shares is subject to a 9.99% beneficial ownership limitation and must be free-trading under an effective registration statement or exemption. The Company may prepay amounts at 115% of the principal being repaid with five trading days’ notice, subject to restrictions, and is obligated to make monthly cash repayments of \$13,750 (plus accrued interest) upon certain “trigger” events, including sustained price declines below the Floor Price or the share issuance nearing the threshold above which shareholder approval is required under the exchange rules. Streeterville may accelerate the Company’s obligation to pay, with default interest at 15% and the outstanding balance becoming immediately due and payable in cash, upon the occurrence of certain events of default, including nonpayment, insolvency, covenant breaches, and certain corporate transactions.

Pursuant to the Purchase Agreement, the \$0.10 Floor Price established under Pre-Paid Purchase No. 5 has the effect of lowering the floor price applicable to the Company’s outstanding Pre-Paid Purchase No. 2 and Pre-Paid Purchase No. 3, in each case, from \$0.25 per share to \$0.10 per share.

The reduction of the Floor Price to \$0.10 per share in connection with Pre-Paid Purchase No. 5 is intended to lower the VWAP threshold applicable to Pre-Paid Purchase No. 2 and Pre-Paid Purchase No. 3, thereby mitigating the continuation of these mandatory repayment obligations.

Waiver to the Standstill Agreement

As previously disclosed, on May 14, 2026, the Company entered into a Standstill Agreement (the “Standstill Agreement”) with Streeterville in connection with the Purchase Agreement, pursuant to which Streeterville agreed, subject to certain conditions, to refrain from delivering Purchase Notices to the Company under any outstanding Pre-Paid Purchases for the period beginning on May 14, 2026 and ending on December 31, 2026 (the “Standstill Period”), except that Streeterville may submit Purchase Notices during the Standstill Period on any trading day on which the Company’s shares of common stock trade at a price that is at least fifteen percent (15%) greater than the Nasdaq Minimum Price (as defined under Nasdaq Rule 5635(d)) for such trading day (the “Price Condition”).

In connection with the Pre-Paid Purchase No. 5, on August 14, 2026, the Company also entered into a Waiver Agreement (the “Waiver Agreement”) with Streeterville, pursuant to which Streeterville agreed to waive the Price Condition solely with respect to Pre-Paid Purchase No. 5. The Waiver Agreement permits Streeterville to submit one or more Purchase Notices to the Company under Pre-Paid Purchase No. 5 during the Standstill Period without regard to whether the Price Condition is satisfied on the applicable trading day. The waiver applies solely to Purchase Notices submitted under Pre-Paid Purchase No. 5 and does not permit the submission of Purchase Notices under any other outstanding Pre-Paid Purchase except in compliance with the Price Condition. Except as expressly waived under the Waiver Agreement, the Standstill Agreement remains in full force and effect in accordance with its terms, and each outstanding Pre-Paid Purchase, including Pre-Paid Purchase No. 5, and each other Transaction Document remains in full force and effect.

The foregoing descriptions of Pre-Paid Purchase No. 5 and the Waiver Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of each document, copies of which are filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information included in Item 1.01 of this Current Report is incorporated by reference into this Item 3.02 of this Current Report to the extent applicable. The shares of common stock issued or issuable pursuant to the Purchase Agreement or the Pre-Paid Purchase No. 5, respectively, have been, or will be, offered and sold in reliance on exemptions from the registration requirements of the Securities Act of 1933, as amended, including Section 4(a)(2) thereof and Rule 506 of Regulation D promulgated thereunder, as transactions not involving a public offerings, or pursuant to Regulation S under the Securities Act.

Item 8.01 Other Events.

On August 14, 2026, the Company implemented a reduction in workforce, reducing its total headcount by approximately 20%, which the Company expects to result in annualized cost savings of approximately \$1,524,000. In connection with the reduction in workforce, unvested restricted stock units representing approximately 450,000 shares of the Company’s common stock were forfeited and returned to the Company.

Item 9.01. Financial Statements and Exhibits

Exhibit No.	Description
10.1	Pre-Paid Purchase No. 5, dated August 14, 2026, by and between Arrive AI Inc. and Streeterville Capital, LLC
10.2	Waiver Agreement, dated August 14, 2026, by and between Arrive AI Inc. and Streeterville Capital, LLC
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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.

ARRIVE AI, INC.

Date: August 19, 2026

By: /s/ Daniel S. O'Toole
Daniel S. O'Toole
Chief Executive Officer

PRE-PAID PURCHASE #5

August 14, 2026

U.S. \$108,000.00

FOR VALUE RECEIVED, ARRIVE AI INC., a Delaware corporation (“**Company**”), promises to pay to STREETERVILLE CAPITAL, LLC, a Utah limited liability company, or its successors or assigns (“**Investor**”), \$108,000.00 and any interest, fees, charges, and late fees accrued hereunder in accordance with the terms set forth herein and to pay interest on the Outstanding Balance at the rate of eight percent (8%) per annum from the Purchase Price Date until the same is paid in full. All interest calculations hereunder shall be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months, shall compound daily and shall be payable in accordance with the terms of this Pre-Paid Purchase #5 (this “**Pre-Paid Purchase**”), which is issued and made effective as of the date set forth above (the “**Effective Date**”). This Pre-Paid Purchase is issued pursuant to that certain Securities Purchase Agreement dated March 21, 2025, as the same may be amended from time to time, by and between Company and Investor (the “**Purchase Agreement**”). Certain capitalized terms used herein are defined in Attachment 1 attached hereto and incorporated herein by this reference.

This Pre-Paid Purchase carries an original issue discount of \$8,000.00 (“**OID**”). The OID is included in the initial principal balance of this Pre-Paid Purchase and is deemed to be fully earned and non-refundable as of the Purchase Price Date. The purchase price for this Pre-Paid Purchase shall be \$100,000.00 (the “**Purchase Price**”), computed as follows: \$108,000.00 original principal balance, less the OID. The Purchase Price shall be payable by Investor by wire transfer of immediately available funds.

1. Payment; Prepayment.

1.1. Payment. All payments owing hereunder shall be in lawful money of the United States of America or Purchase Shares, as provided for herein, and delivered to Investor at the address or bank account furnished to Company for that purpose. All payments shall be applied first to (a) costs of collection, if any, then to (b) fees and charges, if any, then to (c) accrued and unpaid interest, and thereafter, to (d) principal.

1.2. Prepayment. Notwithstanding the foregoing, with five (5) Trading Days’ prior written notice Company may prepay all or any portion of the Outstanding Balance (less such portion of the Outstanding Balance for which Company has received a Purchase Notice (as defined below) from Lender where the applicable Purchase Shares have not yet been delivered). For the avoidance of doubt, during the five (5) Trading Day prepayment notice period Lender shall retain the right to submit Purchase Notices, if applicable. If Company exercises its right to prepay this Pre-Paid Purchase, Company shall make payment to Lender of an amount in cash equal to 115% multiplied by the portion of the Outstanding Balance Company elects to prepay. Company will lose the right to prepay this Pre-Paid Purchase if: (a) an Event of Default (as defined below) occurs hereunder; or (b) Company elects to prepay this Pre-Paid Purchase and fails to do so on the date set forth in the prepayment notice sent to Lender.

2. Security. This Pre-Paid Purchase is unsecured.

3. Investor Purchases.

3.1. Purchases; Mechanics. Upon the terms and subject to the conditions of this Pre-Paid Purchase, Investor, at its sole discretion, shall have the right, but not the obligation, to purchase from Company, and Company shall issue and sell to Investor, Purchase Shares by the delivery to Company of Purchase Notices as provided herein.

(a) Purchase Notice. At any time following the Effective Date, Investor may, by providing written notice to Company in the form set forth on Exhibit A attached hereto (each, a “**Purchase Notice**”), require Company to issue and sell Purchase Shares to Investor, in accordance with the following provisions:

(i) Investor shall, in each Purchase Notice, indicate the portion of the Outstanding Balance that Investor elects to apply to the purchase of Purchase Shares pursuant to this Pre-Paid Purchase (each, a “**Purchase**”, and such amount, the “**Purchase Amount**”), in its sole discretion, and the timing of delivery; *provided* that the Purchase Amount shall not exceed the Outstanding Balance, or result in Investor exceeding the limitation set forth in Section 3.1(b).

(ii) Each Purchase Notice shall be delivered to Company in accordance with the notice provisions set forth in the Purchase Agreement.

(iii) Each Purchase Notice shall set forth the Purchase Amount, the Share Purchase Price, the number of Purchase Shares to be issued by Company and purchased by Investor, and the remaining Outstanding Balance following the Closing (as defined below) of the Purchase.

(iv) Any Purchase Shares issued hereunder must be issued free trading to Investor pursuant to: (1) an effective Registration Statement (as defined in the Purchase Agreement); or (2) an applicable exemption from registration (e.g., Rule 144).

(b) Ownership Limitation. Notwithstanding anything to the contrary contained in this Pre-Paid Purchase or the other Transaction Documents (as defined in the Purchase Agreement), Company shall not effect any issuance of Purchase Shares pursuant to this Pre-Paid Purchase to the extent that after giving effect to such issuance would cause Investor (together with its affiliates) to beneficially own a number of Common Shares exceeding 9.99% of the number of Common Shares outstanding on such date (including for such purpose the Common Shares issuable upon such issuance) (the “**Maximum Percentage**”). For purposes of this section, beneficial ownership of Common Shares will be determined pursuant to Section 13(d) of the 1934 Act (as defined in the Purchase Agreement). The Maximum Percentage is enforceable, unconditional and non-waivable and shall apply to all affiliates and assigns of Investor.

3.2. Closings. The closing of each Purchase and each sale and purchase of Purchase Shares (each, a “**Closing**”) shall take place as soon as practicable on or after each Purchase Notice Date in accordance with the procedures set forth below:

(a) Promptly after receipt of a Purchase Notice with respect to each Purchase and, in any event, not later than three (3) Trading Days after such receipt, Company will, or will cause its transfer agent to, electronically transfer such number of Purchase Shares to be purchased by Investor (as set forth in the Purchase Notice) by crediting Investor’s account or its designee’s account at DTC through its DWAC system or by such other means of delivery as may be mutually agreed upon by the parties hereto, and transmit notification to Investor that such share transfer has been requested. Promptly upon receipt of such notification, Investor shall pay to Company the aggregate purchase price for the Purchase Shares (as set forth in the Purchase Notice) by offsetting the Purchase Amount against an equal amount outstanding under this Pre-Paid Purchase (first towards accrued and unpaid interest, if any, and then towards outstanding principal as shown in such Purchase Notice). No fractional shares shall be issued, and any fractional amounts shall be rounded to the nearest whole number of shares. To facilitate the transfer of the Purchase Shares by Investor, the Purchase Shares will not bear any restrictive legends so long as there is an effective Registration Statement or an available exemption from registration covering such Purchase Shares (it being understood and agreed by Investor that notwithstanding the lack of restrictive legends, Investor may only sell such Purchase Shares in compliance with the requirements of the Securities Act (including any applicable prospectus delivery requirements)).

(b) In connection with each Closing, each of Company and Investor shall deliver to the other all documents, instruments and writings expressly required to be delivered by either of them pursuant to this Pre-Paid Purchase in order to implement and effect the transactions contemplated herein.

4. Triggering Events; Events of Default and Remedies.

4.1. Triggering Event. If, at any time prior to this Pre-Paid Purchase being paid in full: (i) the VWAP is less than the Floor Price for at least five (5) Trading Days during a period of seven (7) consecutive Trading Days (a “**Floor Price Trigger**”), or (ii) Company has issued ninety percent (90%) or more of the Common Shares available under the Exchange Cap (as defined in the Purchase Agreement) (an “**Exchange Cap Trigger**,” and together with the Floor Price Trigger, each a “**Trigger**”) (the last such day of each such occurrence, a “**Trigger Date**”), then Company shall make monthly repayments in cash of amounts outstanding under this Pre-Paid Purchase beginning on the third (3rd) Trading Day after the Trigger Date and continuing on the same day of each successive calendar month until the entire Outstanding Balance shall have been paid or until the payment obligation ceases in accordance with this section. Each monthly payment shall be in an amount equal to the sum of (i) \$13,750.00, and (ii) all outstanding accrued and unpaid interest in respect of this Pre-Paid Purchase as of each payment date. The obligation of Company to make monthly payments hereunder shall cease (with respect to any payment that has not yet come due) if at any time after the Trigger Date (i) the VWAP is greater than 120% of the Floor Price for a period of five (5) consecutive Trading Days, in the case of a Floor Price Trigger, or (ii) the Exchange Cap no longer applies, in the case of an Exchange Cap Trigger, unless a subsequent Trigger occurs.

4.2. Event of Default. The following are events of default under this Pre-Paid Purchase (each, “**Event of Default**”): (a) Company fails to pay any principal, interest, fees, charges, or any other amount when due and payable hereunder; (b) a receiver, trustee or other similar official shall be appointed over Company or a material part of its assets and such appointment shall remain uncontested for thirty (30) days or shall not be dismissed or discharged within sixty (60) days; (c) Company becomes insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any; (d) Company makes a general assignment for the benefit of creditors; (e) Company files a petition for relief under any bankruptcy, insolvency or similar law (domestic or foreign); (f) an involuntary bankruptcy proceeding is commenced or filed against Company; (g) Company fails to observe or perform any covenant set forth in Section 4 or Section 5 of the Purchase Agreement; (h) the occurrence of a Fundamental Transaction without Investor’s prior written consent; (i) Company fails to timely establish and maintain the Share Reserve (as defined in the Purchase Agreement); (j) Company fails to deliver any Purchase Shares in accordance with the terms hereof; (k) any money judgment, writ or similar process is entered or filed against Company or any subsidiary of Company or any of its property or other assets for more than \$500,000.00, and shall remain unvacated, unbonded or unstayed for a period of twenty (20) calendar days unless otherwise consented to by Investor; (l) Company fails to be DWAC Eligible for a period of five (5) Trading Days; (m) Company or any subsidiary of Company, breaches any covenant or other term or condition contained in any Other Agreement in any material respect; (n) Company defaults or otherwise fails to observe or perform (following any applicable cure period) any covenant, obligation, condition or agreement of Company contained herein or in any other Transaction Document (as defined in the Purchase Agreement) in any material respect, other than those specifically set forth in this Section 4.2 and Section 4 and Section 5 of the Purchase Agreement; (o) any representation, warranty or other statement made or furnished by or on behalf of Company to Investor herein, in any Transaction Document, or otherwise in connection with the issuance of this Pre-Paid Purchase is false, incorrect, incomplete or misleading in any material respect when made or furnished; or (p) Company effectuates a reverse split of its Common Shares without ten (10) Trading Days prior written notice to Investor.

4.3. Default Remedies. At any time and from time to time following the occurrence of any Event of Default, Investor may accelerate this Pre-Paid Purchase by written notice to Company, with the Outstanding Balance becoming immediately due and payable in cash at the Mandatory Default Amount. Notwithstanding the foregoing, upon the occurrence of any Event of Default described in clauses (b) – (f) of Section 4.2, an Event of Default will be deemed to have occurred and the Outstanding Balance as of the date of the occurrence of such Event of Default shall become immediately and automatically due and payable in cash at the Mandatory Default Amount. At any time following the occurrence of any Event of Default, upon written notice given by Investor to Company, interest shall accrue on the Outstanding Balance beginning on the date the applicable Event of Default occurred at an interest rate equal to the lesser of fifteen percent (15%) per annum or the maximum rate permitted under applicable law (“**Default Interest**”). Notwithstanding the foregoing, and for the avoidance of doubt, Investor may continue making Purchases pursuant to Section 3 at any time following an Event of Default until such time as the Outstanding Balance is paid in full. In connection with acceleration described herein, Investor need not provide, and Company hereby waives, any presentment, demand, protest or other notice of any kind, and Investor may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by Investor at any time prior to payment hereunder and Investor shall have all rights as a holder of the Pre-Paid Purchase until such time, if any, as Investor receives full payment pursuant to this Section 4.3. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon. Nothing herein shall limit Investor’s right to pursue any other remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to Company’s failure to timely deliver Purchase Shares pursuant to a Purchase as required pursuant to the terms hereof.

5. Unconditional Obligation; No Offset. Company acknowledges that this Pre-Paid Purchase is an unconditional, valid, binding and enforceable obligation of Company not subject to offset, deduction or counterclaim of any kind. Company hereby waives any rights of offset it now has or may have hereafter against Investor, its successors and assigns, and agrees to make the payments or Purchases called for herein in accordance with the terms of this Pre-Paid Purchase.

6. Waiver. No waiver of any provision of this Pre-Paid Purchase shall be effective unless it is in the form of a writing signed by the party granting the waiver. No waiver of any provision or consent to any prohibited action shall constitute a waiver of any other provision or consent to any other prohibited action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver or consent in the future except to the extent specifically set forth in writing.

7. Adjustment of Fixed Price upon Subdivision or Combination of Common Shares. Without limiting any provision hereof, if Company at any time on or after the Effective Date subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding Common Shares into a greater number of shares, the Fixed Price in effect immediately prior to such subdivision will be proportionately reduced. Without limiting any provision hereof, if Company at any time on or after the Effective Date combines (by combination, reverse stock split or otherwise) one or more classes of its outstanding Common Shares into a smaller number of shares, the Fixed Price in effect immediately prior to such combination will be proportionately increased. Any adjustment pursuant to this Section 7 shall become effective immediately after the effective date of such subdivision or combination. If any event requiring an adjustment under this Section 7 occurs during the period that a Market Price is calculated hereunder, then the calculation of such Market Price shall be adjusted appropriately to reflect such event.

7.1. Other Events. In the event that Company (or any subsidiary) shall take any action to which the provisions hereof are not strictly applicable, or, if applicable, would not operate to protect Investor from dilution or if any event occurs of the type contemplated by the provisions of this Section 7 but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features), then Company's board of directors shall in good faith determine and implement an appropriate adjustment in the Fixed Price so as to protect the rights of Investor, provided that no such adjustment pursuant to this Section 7.1 will increase the Fixed Price as otherwise determined pursuant to this Section 7, provided further that if Investor does not accept such adjustments as appropriately protecting its interests hereunder against such dilution, then Company's board of directors and Investor shall agree, in good faith, upon an independent investment bank of nationally recognized standing to make such appropriate adjustments, whose determination shall be final and binding and whose fees and expenses shall be borne by Company.

8. Opinion of Counsel. In the event that an opinion of counsel is needed for Purchases under this Pre-Paid Purchase, Investor has the right to have any such opinion provided by its counsel.

9. Governing Law; Venue. This Pre-Paid Purchase shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Pre-Paid Purchase shall be governed by, the internal laws of the State of Utah, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. The provisions set forth in the Purchase Agreement to determine the proper venue for any disputes are incorporated herein by this reference.

10. Arbitration of Disputes. By its issuance or acceptance of this Pre-Paid Purchase, each party agrees to be bound by the Arbitration Provisions (as defined in the Purchase Agreement) set forth as an exhibit to the Purchase Agreement.

11. Cancellation. After repayment of the entire Outstanding Balance, this Pre-Paid Purchase shall be deemed paid in full, shall automatically be deemed canceled, and shall not be reissued.

12. Amendments. The prior written consent of both parties hereto shall be required for any change or amendment to this Pre-Paid Purchase.

13. Assignments. Company may not assign this Pre-Paid Purchase without the prior written consent of Investor. This Pre-Paid Purchase and any Purchase Shares issued upon Purchase of this Pre-Paid Purchase may be offered, sold, assigned or transferred by Investor without the consent of Company.

14. Notices. Whenever notice is required to be given under this Pre-Paid Purchase, unless otherwise provided herein, such notice shall be given in accordance with the subsection of the Purchase Agreement titled "Notices."

15. Liquidated Damages. Investor and Company agree that in the event Company fails to comply with any of the terms or provisions of this Pre-Paid Purchase, Investor's damages would be uncertain and difficult (if not impossible) to accurately estimate because of the parties' inability to predict future interest rates, future share prices, future trading volumes and other relevant factors. Accordingly, Investor and Company agree that any fees, balance adjustments, Default Interest or other charges assessed under this Pre-Paid Purchase are not penalties but instead are intended by the parties to be, and shall be deemed, liquidated damages (under Investor's and Company's expectations that any such liquidated damages will tack back to the Purchase Price Date for purposes of determining the holding period under Rule 144).

16. Severability. If any part of this Pre-Paid Purchase is construed to be in violation of any law, such part shall be modified to achieve the objective of Company and Investor to the fullest extent permitted by law and the balance of this Pre-Paid Purchase shall remain in full force and effect.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Company has caused this Pre-Paid Purchase to be duly executed as of the Effective Date.

COMPANY:

ARRIVE AI INC.

By: /s/ Dan O'Toole

Dan O'Toole, Chief Executive Officer

ACKNOWLEDGED, ACCEPTED AND AGREED:

INVESTOR:

STREETERVILLE CAPITAL, LLC

By: /s/ John M. Fife

John M. Fife, President

[Signature Page to Pre-Paid Purchase #5]

ATTACHMENT 1
DEFINITIONS

For purposes of this Pre-Paid Purchase, the following terms shall have the following meanings:

A1. “**Common Shares**” means shares of Company’s common stock, par value \$0.0002.

A2. “**DTC**” means the Depository Trust Company or any successor thereto.

A3. “**DTC/FAST Program**” means the DTC’s Fast Automated Securities Transfer program.

A4. “**DWAC**” means the DTC’s Deposit/Withdrawal at Custodian system.

A5. “**DWAC Eligible**” means that (a) Company’s Common Shares is eligible at DTC for full services pursuant to DTC’s operational arrangements, including without limitation transfer through DTC’s DWAC system; (b) Company has been approved (without revocation) by DTC’s underwriting department; (c) Company’s transfer agent is approved as an agent in the DTC/FAST Program; (d) the Purchase Shares are otherwise eligible for delivery via DWAC; and (e) Company’s transfer agent does not have a policy prohibiting or limiting delivery of the Purchase Shares via DWAC.

A6. “**Default Effect**” means multiplying the Outstanding Balance as of the date the applicable Event of Default occurred by ten percent (10%) and then adding the resulting product to the Outstanding Balance as of the date the applicable Event of Default occurred, with the sum of the foregoing then becoming the Outstanding Balance under this Pre-Paid Purchase as of the date the applicable Event of Default occurred.

A7. “**Exempt Issuance**” means (a) Common Shares or options issued to employees, consultants, officers or directors of Company pursuant to Company’s equity incentive plan or pursuant to the compensation agreements previously authorized by the Board of Directors; and (b) securities issued pursuant to acquisitions or strategic transactions and the payment of contractor invoices in the ordinary course of business approved by a majority of the disinterested directors of Company, provided that such securities are issued as “restricted securities” (as defined in Rule 144) and carry no registration rights that require or permit the filing of any registration statement in connection therewith and provided that any such issuance shall only be to a person (or to the equityholders of a person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of Company and shall provide to Company additional benefits in addition to the investment of funds, but shall not include a transaction in which Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities.

A8. “**Fixed Price**” means the Reference Price (as defined the Purchase Agreement).

A9. “**Floor Price**” means \$0.10.

A10. “**Fundamental Transaction**” means that (a) (i) Company or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, consolidate or merge with or into (whether or not Company or any of its subsidiaries is the surviving corporation) any other person or entity, or (ii) Company or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, sell, lease, license, assign, transfer, convey or otherwise dispose of all or substantially all of its respective properties or assets to any other person or entity, or (iii) Company or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, allow any other person or entity to make a purchase, tender or exchange offer that is accepted by the holders of more than 50% of the outstanding shares of voting stock of Company (not including any shares of voting stock of Company held by the person or persons making or party to, or associated or affiliated with the persons or entities making or party to, such purchase, tender or exchange offer), or (iv) Company or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, consummate a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with any other person or entity whereby such other person or entity acquires more than 50% of the outstanding shares of voting stock of Company (not including any shares of voting stock of Company held by the other persons or entities making or party to, or associated or affiliated with the other persons or entities making or party to, such stock or share purchase agreement or other business combination), or (v) Company or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, reorganize, recapitalize or reclassify the Common Shares, other than an increase in the number of authorized shares of Company’s Common Shares, or (b) any “person” or “group” (as these terms are used for purposes of Sections 13(d) and 14(d) of the 1934 Act and the rules and regulations promulgated thereunder) is or shall become the “beneficial owner” (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of 50% of the aggregate ordinary voting power represented by issued and outstanding voting stock of Company. For the avoidance of doubt, Company or any if its subsidiaries entering into a definitive agreement that contemplates a Fundamental Transaction will be deemed to be a Fundamental Transaction.

A11. “**Mandatory Default Amount**” means the Outstanding Balance following the application of the Default Effect.

A12. “**Market Capitalization**” means a number equal to (a) the daily VWAP of the Common Shares on any given Trading Day, multiplied by (b) the aggregate number of outstanding Common Shares as reported on Company’s most recently filed Form 10-Q or Form 10-K.

A13. “**Market Price**” means 90% of the lowest daily VWAP during the ten (10) consecutive Trading Days immediately prior to the Purchase Notice Date, but in any event not lower than the Floor Price.

A14. “**Other Agreements**” means, collectively, (a) all existing and future agreements and instruments between, among or by Company (or an affiliate), on the one hand, and Investor (or an affiliate), on the other hand, and (b) any financing agreement or a material agreement that affects Company’s ongoing business operations.

A15. “**Outstanding Balance**” means as of any date of determination, the Purchase Price, as reduced or increased, as the case may be, pursuant to the terms hereof for payment, Purchases, offset, or otherwise, accrued but unpaid interest, collection and enforcements costs (including actual and reasonable attorneys’ fees) incurred by Investor, transfer, stamp, issuance and similar taxes and fees related to Purchases, and any other fees or charges incurred under this Pre-Paid Purchase.

A16. “**Purchase Notice Date**” means the date the applicable Purchase Notice is delivered by Investor to Company.

A17. “**Purchase Price Date**” means the date the Purchase Price is delivered by Investor to Company.

A18. “**Purchase Shares**” Common Shares purchased pursuant to this Pre-Paid Purchase.

A19. “**Share Purchase Price**” means the lesser of (i) the Fixed Price and (ii) the Market Price.

A20. “**Trading Day**” means any day on which Company’s principal market is open for trading.

A21. “**VWAP**” means the volume weighted average price of the Common Shares on the principal market for a particular Trading Day or set of Trading Days, as the case may be, as reported by Bloomberg.

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EXHIBIT A

Streeterville Capital, LLC

Arrive AI Inc.

PURCHASE NOTICE

On behalf of Streeterville Capital, LLC (“**Investor**”), the undersigned hereby certifies, with respect to the purchase of Common Shares of Arrive AI Inc. (“**Company**”) issuable in connection with this Purchase Notice, delivered pursuant to that certain Pre-Paid Purchase #5, dated as of August 14, 2026 (as amended and supplemented from time to time), as follows:

- A. Purchase Notice Date: _____
- B. Purchase Amount: _____
- C. Fixed Price: _____
- D. Market Price: _____
- E. Share Purchase Price (lower of C and D): _____
- F. Number of Purchase Shares Due to Investor: _____
- G. Outstanding Balance Following Purchase: _____

INVESTOR’S DTC PARTICIPANT #:

ACCOUNT NAME:
ACCOUNT NUMBER:
ADDRESS:
CITY:
COUNTRY:
CONTACT PERSON:
NUMBER AND/OR EMAIL:

INVESTOR:

STREETERVILLE CAPITAL, LLC

By: _____
John M. Fife, President

WAIVER AGREEMENT

This Waiver Agreement (this “**Waiver**”) is entered into as of August 14, 2026 (the “**Waiver Date**”) by and between Streeterville Capital, LLC, a Utah limited liability company (“**Investor**”), and Arrive AI Inc., a Delaware corporation (“**Company**”). Capitalized terms used in this Waiver without definition shall have the meanings given to them in the Standstill Agreement (defined below) or the Transaction Documents.

RECITALS

A. Company and Investor are parties to that certain Standstill Agreement, dated May 14, 2026 (the “**Standstill Agreement**”), pursuant to which Investor agreed to refrain and forbear from delivering Purchase Notices to Company under any outstanding Pre-Paid Purchases during the Standstill Period, subject to certain exceptions set forth therein.

B. The Pre-Paid Purchases were issued pursuant to that certain Securities Purchase Agreement, dated March 21, 2025, by and between Company and Investor (the “**Purchase Agreement**” and, together with all other documents entered into in connection therewith, the “**Transaction Documents**”).

C. Company has issued to Investor Pre-Paid Purchase #5, dated August 14, 2026, in the original principal amount of \$108,000.00 (the “**Fifth Pre-Paid Purchase**”), pursuant to the Purchase Agreement.

D. Section 2 of the Standstill Agreement provides that Investor may submit Purchase Notices during the Standstill Period only on any given Trading Day the Common Shares trade at a price that is at least fifteen percent (15%) greater than the Nasdaq Minimum Price for such Trading Day (the “**Price Condition**”).

E. As of the Waiver Date, the Price Condition is not satisfied with respect to the Common Shares.

F. Company has requested, and Investor has agreed, to waive the Price Condition solely with respect to the Fifth Pre-Paid Purchase, on the terms and conditions set forth herein.

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 Waiver are true and accurate, are contractual in nature, and are hereby incorporated into and made a part of this Waiver.

2. Waiver of Price Condition for the Fifth Pre-Paid Purchase. Notwithstanding Section 2 of the Standstill Agreement or any other provision of the Standstill Agreement to the contrary, Investor may submit one or more Purchase Notices to Company under the Fifth Pre-Paid Purchase during the Standstill Period without regard to whether the Price Condition set forth in Section 2 of the Standstill Agreement is satisfied on the applicable Trading Day. This waiver applies solely to Purchase Notices submitted under the Fifth Pre-Paid Purchase and shall not be construed to permit the submission of Purchase Notices under any other outstanding Pre-Paid Purchase except in compliance with Section 2 of the Standstill Agreement.

3. Limited Waiver; Standstill Remains in Full Force and Effect. Except as expressly waived in Section 2 of this Waiver, the Standstill Agreement shall remain in full force and effect in accordance with its terms and is hereby ratified and confirmed in all respects. This Waiver shall not be construed as a waiver of any other right, power or remedy of either party under the Standstill Agreement, the Transaction Documents or applicable law, and no forbearance or waiver other than as expressly set forth herein may be implied by this Waiver.

4. Ratification of Transaction Documents. Except as expressly modified by this Waiver, each Pre-Paid Purchase (including the Fifth Pre-Paid Purchase) and each Transaction Document shall remain in full force and effect. For the avoidance of doubt, this Waiver modifies only the application of the Price Condition to the Fifth Pre-Paid Purchase during the Standstill Period.

5. Governing Law; Venue. This Waiver shall be governed by and interpreted in accordance with the laws of the State of Utah, without regard to conflicts of laws principles. Each party agrees that venue for any dispute arising out of or relating to this Waiver shall be determined in accordance with 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 ARISING UNDER THIS WAIVER.

6. Arbitration. Each party agrees that any dispute arising out of or relating to this Waiver shall be subject to the Arbitration Provisions contained in the Purchase Agreement.

7. Counterparts. This Waiver may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures shall be deemed originals for all purposes.

8. Entire Agreement. This Waiver, together with the Standstill Agreement and the Transaction Documents, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written understandings relating to the waiver of the Price Condition for the Fifth Pre-Paid Purchase.

9. Amendments. This Waiver may be amended or modified only by a written instrument executed by both parties. No waiver of any provision hereof shall be effective unless in writing and signed by the party against whom enforcement is sought.

10. Conflict Between Documents. In the event of any conflict between this Waiver and the Standstill Agreement with respect to the subject matter hereof, this Waiver shall control. In the event of any conflict between the Standstill Agreement and the Transaction Documents, the Standstill Agreement shall continue to control in accordance with Section 17 thereof.

11. Notices. All notices required or permitted under this Waiver shall be delivered in accordance with the notice provisions contained in the Purchase Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Waiver as of the Waiver Date.

COMPANY:

ARRIVE AI INC.

By: /s/ Dan O'Toole
Dan O'Toole, Chief Executive Officer

INVESTOR:

STREETERVILLE CAPITAL, LLC

By: /s/ John M. Fife
John M. Fife, President

[Signature Page to Waiver Agreement]
