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 17, 2026

XTI AEROSPACE, INC.
(Exact name of registrant as specified in its charter)

Nevada	001-36404	88-0434915
(State or other jurisdiction of incorporation)	(Commission file number)	(I.R.S. employer identification no.)

511 East John W. Carpenter Freeway, Suite 500, Las Colinas, TX 75062
(Address of principal executive offices) (Zip code)

15505 Wright Brothers Dr., Addison, TX 75001
(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	XTIA	The Nasdaq Capital Market

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.

See disclosure in Item 5.02 below.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 17, 2026, Scott Pomeroy ("Pomeroy") resigned, effective as of such date, as the Chairman and Chief Executive Officer and director of XTI Aerospace, Inc. (the "Company") and his resignation was accepted by the Company's board of directors. In connection with his resignation, Pomeroy and the Company executed a Separation and Release of Claims Agreement (the "Separation Agreement"). Among other provisions, the Separation Agreement provides for a separation payment to Pomeroy of $200,000, and the immediate vesting of Pomeroy's unvested options to acquire 2,000,000 shares of the Company's common stock. In the Separation Agreement, Pomeroy releases claims against the Company and its affiliates and the Company releases claims against Pomeroy with a carveout for any claims of unlawful conduct or behavior discovered as a result of the Company's pending internal review. The foregoing description of the Separation Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Separation Agreement, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

The Company's board of directors established a committee of independent directors (the "Committee"), as defined by the Nasdaq Stock Market listing standards, to conduct an internal review of matters relating to Pomeroy and other related corporate governance matters (the "Review"). The Committee is represented by independent counsel, and the Committee and its advisors are working diligently to complete the Review, although a timeline for completion has not yet been determined. The Company is in the process of evaluating the implications of the Review on its disclosures, certifications, controls and governance matters; however, the Company does not currently believe that the matters under Review will affect any of its previously issued financial statements.

On August 17, 2026, the Company's board of directors elected current director Jonathan Ornstein as the Interim Chairman of the Board.

The Company's board of directors on that date also appointed Jeremy Schneiderman ("Schneiderman"), 52, as Interim Chief Executive Officer of the Company. Schneiderman currently serves as the Chief Executive Officer of Drone Nerds, LLC ("Drone Nerds"), a subsidiary of the Company, and he has served as the Chief Executive Officer of Drone Nerds since 2014.

Schneiderman has no family relationship with any director or executive officer of the Company.

The Company and Schneiderman plan to negotiate the terms of a definitive employment agreement for him to serve as Chief Executive Officer of the Company on a non-interim basis. Pending completion of such process, Schneiderman will continue to be compensated under his existing employment agreement with Drone Nerds. Pursuant to that certain Executive Employment Agreement with Drone Nerds, dated November 10, 2025 (the "Employment Agreement"), which was entered into in connection with the Company's acquisition of Drone Nerds, Schneiderman will continue to receive an annual base salary of $400,000 and is eligible to receive a performance bonus of up to 400% of such base salary in the first year of the Employment Agreement's term and 500% in years two and three thereof. For each 1% growth in Drone Nerds recognized EBITDA year over year (using Drone Nerds 2025 ending adjusted EBITDA as the 2026 period baseline), Schneiderman will earn a performance bonus of 1.8% of the then current base salary; for each $1M of Drone Nerds recognized new EBITDA from a closed add-on acquisition company, Schneiderman will earn a performance bonus of 24.7% of the then current base salary; for each $1M of closed investments funded into strategic companies approved by the Company's investment committee, Schneiderman will earn a performance bonus of 1.3% of the then current base salary. The Employment Agreement has an initial three-year term that renews automatically for successive one-year terms absent 90 days' prior notice of non-renewal, and Schneiderman is also eligible for future equity awards under the Company's benefit plans, subject to approval of the Company's board of directors or its compensation committee. If the Company terminates Schneiderman without Cause (as defined in the Employment Agreement), or he resigns for Sufficient Reason (as defined in the Employment Agreement), he is entitled to a lump-sum severance payment equal to his then-current monthly base salary plus $25,000, multiplied by 12, as well as accelerated vesting of unvested Company stock options (subject to approval by the Company's compensation committee) and 12 months of continued benefits. Similar severance benefits apply if Schneiderman's employment is terminated by the Company (or its successor) for any reason other than Cause within 12 months after a Change in Control (as defined in the Employment Agreement). The foregoing description of the Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Employment Agreement, a copy of which is filed as Exhibit 10.2 hereto and incorporated herein by reference.

In connection with the November 2025 acquisition of Drone Nerds, XTI Drones Holdings, LLC issued promissory notes (the "Notes") to The Origin Group DN, Inc. and The Origin Group AZ, Inc., which are entities in which Schneiderman holds an economic interest and serves as Chief Executive Officer (collectively the "Sellers"), with an aggregate original principal amount of approximately $11.9 million, of which $4,430,744 in principal remains outstanding. The Notes bear interest at a rate of 7.25% per annum, calculated on a 365-day year, and through the date of this filing, the Company has paid the Sellers approximately $345,206 in interest on the Notes. The Sellers also own 6,524,576 Class B Units, representing 16.597% ownership of XTI Drones Holdings, LLC, which are convertible into shares of common stock of the Company at the Sellers' discretion at any time on a one-to-one basis. All outstanding Class B Units will automatically be exchanged into shares of the Company's common stock on a one-for-one basis in February 2027. Schneiderman is not a participant in any related party transaction required to be reported pursuant to Item 404(a) of Regulation S-K, except as disclosed above.

Item 7.01 Regulation FD Disclosure.

On August 18, 2026, the Company issued a press release announcing the management changes described herein. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information in this Item 7.01, including Exhibit 99.1, is furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to liabilities under that section, and shall not be deemed to be incorporated by reference into the filings of the Company under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any general incorporation language in such filings. This Report will not be deemed an admission as to the materiality of any information in this Item 7.01, including Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1†	Separation and Release of Claims Agreement, dated August 17, 2026, between the Company and Pomeroy
10.2†	Executive Employment Agreement, dated November 10, 2025, between Drone Nerds, LLC and Jeremy Schneiderman
99.1	Press Release, dated August 18, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

† Management contract and compensatory plan or arrangement.

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.

XTI AEROSPACE, INC.

Date: August 18, 2026

By:	/s/ Brooke Turk
Name:	Brooke Turk
Title:	Chief Financial Officer

Exhibit 10.1

SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AND RELEASE OF CLAIMS AGREEMENT ("Agreement") is entered into by and between XTI Aerospace, Inc., a Nevada corporation, on behalf of itself, its parents, subsidiaries, and its affiliates, and each of their respective present and former employees, officers, directors, trustees, and agents, individually and in their official capacities (collectively referred to as the "Employer"), and Scott Pomeroy ("Employee"), as of the Effective Date (defined at Section 6 hereof). The Employer and Employee are collectively referred to as the "Parties" and each is a "Party" to this Agreement. The Parties agree as follows:

RECITALS

(a) On December 30, 2025, the Employee entered into an Officer Employment Agreement with the Employer (the "Employment Agreement").

(b) To avoid further dispute and the costs of protracted litigation, the Parties agree that the Employee is resigning for the purposes of the Employment Agreement.

(c) Upon the Separation Date as defined below, Employee will tender his immediate resignation from all capacities for or related to the Employer and all of its subsidiaries and affiliates, including but not limited to the Employee's position as Chief Executive Officer of the Employer and a member of its Board of Directors. Employee agrees to provide a Letter of Resignation to Employer's Board of Directors provided by the Employer and in form and substance acceptable to Employee.

(d) Employee agrees to promptly respond to the reasonable requests of the Independent Special Committee of the Board of Directors ("Committee") as such requests relate to the Committee's ongoing investigation that began on or after June 25, 2026 (the "Investigation").

(e) The Employer agrees that the Committee will make every effort to conclude the Investigation expeditiously.

(f) The Employer agrees to give Employee meaningful input regarding the substance of the Form 8-K Disclosure in connection with Employee's departure.

(g) Employee's last day of employment with the Employer will be August 17, 2026 (the "Separation Date"). After the Separation Date, Employee will not represent himself as being an employee, officer, attorney, agent, or representative of the Employer for any purpose. Employee agrees that after the Separation Date, Employee has no authority to access the Employer's computer data, equipment, or services. Except as otherwise set forth in this Agreement, the Separation Date is the employment termination date for Employee for all purposes. Following the Separation Date, Employee's eligibility for benefits sponsored by the Employer will terminate according to the terms of the relevant benefit plan or policy, except as otherwise stated in Section 3 of this Agreement.

AGREEMENT

1. Return of Property. Employee warrants and represents that all Employer property, including identification cards or badges, access codes or devices, keys, laptops, computers, telephones, hand-held electronic devices, credit cards, electronically stored documents or files, physical files, and any other Employer property in Employee's possession or control has been returned to the Employer. The Employer agrees that Employee may retain the laptop, docking station, two monitors, and printer provided to Employee for his home office. The Employer further agrees to allow Employee access to the offices located in Denver, Colorado and Las Colinas, Texas to retrieve his personal belongings.

2. Employee Representations. Employee specifically represents, warrants, and confirms that Employee:

(a) has not filed any claims, complaints, or actions of any kind against the Employer with any federal, state, or local court or government or administrative agency;

(b) is not presently a party to any claim, complaint, or action against the Employer or the Employer Released Parties, as defined below, in any forum or form and agrees that he will not recover upon or otherwise accept monies from any judgment, decision, or award upon any claim released by Employee in this Agreement;

(c) has been properly paid for all hours worked for the Employer;

(d) has received all salary, wages, commissions, bonuses, vacation paid, paid time off, paid sick leave, leaves of absence, and other compensation and benefits due to Employee, including Employee's final payroll check for wages through and including the Separation Date, except as expressly provided herein; and

(e) has not engaged in any unlawful conduct relating to the business of the Employer, nor is he aware of any unlawful conduct committed by any other employee of the Employer relating to the business of the Employer that has not already been disclosed to the Employer.

3. Consideration. As consideration for Employee's execution of, non-revocation of, and compliance with this Agreement, including Employee's waiver and release of claims in Section 4 and other post-termination obligations, the Employer agrees to provide the following benefits, some of which Employee is not otherwise entitled:

(a) The value of his accrued and unpaid Paid Time Off as of the Separation Date in the amount of $138,461.54 to be paid in six (6), equal monthly installments, with the first payment to be made on September 1, 2026 and each subsequent payment made on the first of the month, or if that that day falls on a weekend, the first business day thereafter.

(b) The approximate value of Employee's unpaid quarterly bonuses for Q1 and Q2 of 2026 in the amount of $200,000, to be paid in four (4) equal, monthly installments, with the first payment to be made on September 1, 2026 and each subsequent payment made on the first of the month, or if that that day falls on a weekend, the first business day thereafter.

(c) As of the Separation Date, the following stock options ("Options") immediately vest and shall not expire until the date identified herein:

(i) 1,000,000 Options granted on September 4, 2025, with an expiration date of September 4, 2035; and

(ii) 1,000,000 Options granted on December 30, 2025, with an expiration date of December 30, 2025.

(d) The Employer will timely pay directly to the plan administrator, the full premiums for Employee's continuing health benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA") for the twelve (12) month period beginning on the Separation Date.

(e) The Parties understand, acknowledge, and agree that the consideration set forth in Section 3(c)-(d) is greater than what Employee is otherwise entitled to receive upon separation from employment for Cause or without Good Reason (as those terms are defined in the Employment Agreement) but less than what Employee is otherwise entitled to receive upon a separation from employment without Cause or for Good Reason. The Parties further understand, acknowledge, and agree that the consideration is being given in exchange for the Parties' execution of this Agreement, including the mutual release contained in it. Employee further acknowledges that Employee is not entitled to any additional payment or consideration not specifically referenced in this Agreement. Nothing in this Agreement is to be deemed or construed as an express or implied policy or practice of the Employer to provide these or other benefits to any individuals other than Employee.

(f) Employee will be paid the benefits described in this Section 3 on the Employer's next regularly-scheduled payroll date.

4. Release.

(a) Employee's General Release and Waiver of Claims

In exchange for the consideration to Employee provided in this Agreement, and except as excluded in subsection (b) below, Employee, on behalf of Employee's self as well as Employee's heirs, executors, representatives, administrators, agents, and assigns (collectively, the "Employee Releasors"), irrevocably and unconditionally fully and forever waives, releases, and discharges the Employer and its officers, directors, employees, agents, and affiliates (collectively, the "Employer Released Parties"), from any and all claims, demands, actions, causes of action, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown, that Employee Releasors may now have or have ever had against the Employer Released Parties, or any of them, arising out of, or in any way related to Employee's hire, compensation, benefits, employment, or termination or separation from employment with the Employer, or arising out of or related to any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter, including continuing effects of past actions, from the beginning of time up to and including the date of Employee's execution of this Agreement, known or unknown, suspected or unsuspected (the "Employee Released Claims"). The Employee Released Claims include without limitation (i) any and all claims related to Employee's work and/or employment with Employer and the termination of such employment; (ii) any and all claims for additional compensation or benefits other than the compensation and benefits set forth in this Agreement, including but not limited to wages, commissions, deferred compensation, bonuses, or other benefits of any kind; (iii) any and all claims relating to the employment practices or policies of Employer; (iv) any and all claims relating to Employee's membership or membership interests in the Employer; (v) any common law claims, including but not limited to wrongful discharge, breach of contract, whistleblower claims, negligent or intentional infliction of emotional distress, and negligent supervision or retention; and (vi) any and all claims arising under any local, state or federal legislation, including, but not limited to, claims under the Employee Retirement Income Security Act of 1974, as amended, the Older Workers' Benefit Protection Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, Sections 1981 through 1988 of Title 42 of the United States Code, the Genetic Information Nondiscrimination Act, the Occupational Safety and Health Act, the Rehabilitation Act, the Lilly Ledbetter Fair Pay Act, the Families First Coronavirus Response Act, the Immigration Reform and Control Act, the Americans with Disabilities Act of 1990, as amended, the Fair Labor Standards Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act of 1967, the Equal Pay Act, the National Labor Relations Act, the Colorado Anti-Discrimination Act, the Colorado Wage Act, the Colorado Minimum Wage Act, the Colorado HELP Rules, the Colorado COMPS Order, the Colorado Public Health Emergency Whistleblower Act, the Colorado Employment Opportunity Act, the Colorado Social Media and Workplace Law, the Colorado Equal Pay for Equal Work Act, other Colorado and federal wage and hour laws, and any other federal, state or local law or regulation or ordinance, including, without limitation, those governing or related to the employment relationship between Employee and Employer. Employee understands and agrees that Employee's release of claims under this Agreement extends to all claims of every nature and kind, known and unknown, suspected or unsuspected, presently existing or which may arise in the future caused by or attributable to any act or omission of the Employer Released Parties occurring on or before the date Employee signs this Agreement and any and all claims for monetary or equitable relief, including but not limited to attorneys' fees, back pay, front pay, reinstatement, experts' fees, medical fees or expenses, costs, and disbursements, punitive damages, liquidated damages, and penalties. For the avoidance of doubt, Employee also waives his right to any and all compensation, bonuses, benefits, and any and all other claims and renumeration available under the Employment Agreement except as otherwise stated herein.

(b) Exclusions from Employee's General Release and Waiver of Claims

(i) Employee's general release and waiver of claims in this Section 4 excludes, and Employee does **not** waive, release, or discharge: (A) claims that cannot be waived by law, such as claims for unemployment benefit rights and claims for earned wages; (B) any claims to vested benefits, such as pension or retirement benefits, the rights to which are governed by the terms of the applicable plan documents and award agreements; (C) claims arising out of or attributable to (I) events, acts, or omissions taking place after the Parties' execution of the Agreement, or (II) the Employer's breach of any terms and conditions of this Agreement; (D) any claims for indemnification under the Employment Agreement; or (E) any right to file an administrative charge or complaint with, or to testify, assist, or participate in an investigation, hearing, or proceeding conducted by the Equal Employment Opportunity Commission, the Colorado Civil Rights Division, or any other similar federal, state, or local administrative agency. However, if any claim, complaint, or charge is filed with a federal, state, or local agency, related to any Employee Released Claim, Employee waives any right to personal monetary damages related to any such claim, complaint, or charge. Nothing in this Agreement bars or impedes in any way Employee's right to seek or receive any monetary award or bounty from any government agency or regulatory or law enforcement authority in connection with protected whistleblower activity.

(ii) If Employee applies for unemployment benefits, the Employer will not actively contest it. However, the Employer may respond truthfully, completely, and timely to any inquiries by the Colorado Department of Labor and Employment, Unemployment Insurance Division, concerning the termination of Employee's employment.

(c) Employer's General Release and Waiver of Claims

In exchange for the consideration to the Employer provided in this Agreement, and except as excluded in subsection (d) below, the Employer, on behalf of itself as well as its officers, directors, employees, agents, and affiliates (collectively, the "Employer Releasors"), with a carveout for any claims of Employee's unlawful conduct or behavior discovered as a result of the Investigation, irrevocably and unconditionally fully and forever waives, releases, and discharges the Employee and his heirs, executors, representatives, administrators, agents, and assigns (collectively, the "Employee Released Parties"), from any and all claims, demands, actions, causes of action, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown, that the Employer Releasors may now have or have ever had against the Employee Released Parties, or any of them, arising out of, or in any way related to Employee's employment, or termination or separation from employment with the Employer, or arising out of or related to any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter, including continuing effects of past actions, from the beginning of time up to and including the date of the Employer's execution of this Agreement, known or unknown, suspected or unsuspected (the "Employer Released Claims"). The Employer Released Claims include without limitation (i) any and all claims related to Employee's work and/or employment with Employer and the termination of such employment; (ii) any common law claims, including but not limited to breach of fiduciary duty, breach of contract, negligence, fraud, and gross negligence; and (iii) any and all claims arising under any local, state or federal legislation. The Employer understands and agrees that its release of claims under this Agreement extends to all claims of every nature and kind, known and unknown, suspected or unsuspected, presently existing or which may arise in the future caused by or attributable to any act or omission of the Employee Released Parties occurring on or before the date the Employer signs this Agreement and any and all claims for monetary or equitable relief, including but not limited to attorneys' fees, experts' fees, actual damages, punitive damages, liquidated damages, and penalties. For the avoidance of doubt, the Employer also waives its right to any and all compensation, bonuses, benefits, and any and all other claims and renumeration available under the Employment Agreement except as otherwise stated herein.

(d) Exclusions from the Employer's General Release and Waiver of Claims

The Employer's general release and waiver of claims in this Section 4 excludes, and the Employer does **not** waive, release, or discharge: (A) claims that cannot be waived by law; or (B) claims arising out of or attributable to (I) events, acts, or omissions taking place after the Parties' execution of the Agreement, (II) Employee's breach of any terms and conditions of this Agreement, or (III) Employee's unlawful actions or behaviors discovered as a result of the Investigation.

5. Employee Acknowledges that:

(a) That by executing this Agreement, Employee waives all rights or claims, if any, that Employee may have against the Employer under the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 626 et seq. ("ADEA");

(b) That this Agreement has been written in a manner calculated to be understood by Employee, and is in fact understood by Employee;

(c) That the aforementioned waiver reflects specifically, but is not limited to, all rights or claims, if any, that Employee may have against Employer arising under the ADEA;

(d) That Employee is not waiving rights and claims that Employee may have under the ADEA against the Employer that may arise after the date on which this Agreement is executed;

(e) That Employee is waiving rights and claims that Employee may have under the ADEA, if any, only in exchange for consideration in addition to anything of value to which Employee is already entitled;

(f) That Employee is advised and has had the opportunity to consult with an attorney of Employee's choice prior to executing this Agreement;

(g) That Employee has been given a period of 21 days from the date on which Employee receives this Agreement, not counting the day upon which Employee receives the Agreement, within which to consider whether to sign this Agreement;

(h) That if Employee wishes to execute this Agreement prior to the expiration of the 21-day period set forth in subsection (g) of this Paragraph, Employee may do so;

(i) That Employee has been given a period of 7 days following Employee's execution of this Agreement to revoke Employee's waiver of all claims, if any, under the ADEA, and Employee's release of any claims under the ADEA shall not become effective or enforceable until the revocation period has expired without Employee revoking Employee's waiver of all claims under the ADEA;

(j) That to revoke Employee's waiver of all claims under the ADEA, Employee understands that Employee must deliver a written, signed statement that Employee revokes Employee's waiver of all claims under the ADEA to the Employer by hand or by mail within the 7-day revocation period. The revocation must be postmarked within the period stated above and properly addressed to the Employer at the following address: 8123 InterPort Blvd., Suite C, Englewood, CO 80112;

(k) That this Agreement becomes null and void and of no further force or effect if Employee does not sign, date and return this Agreement to the Employer within 21 days after the date on which Employee receives this Agreement; and

(l) That any modifications, material or otherwise, made to this Agreement, do not restart or affect in any manner the original period of up to 21 calendar days during which Employee may consider this Agreement.

6. Effective Date. This Agreement shall be effective, binding on the Parties, and in full force and effect immediately following the execution of the Agreement by all Parties, except for Employee's release of ADEA claims (if any), which shall be binding and effective as of the expiration of the revocation period addressed above.

7. Non-Litigation Covenant. The Parties, on their own behalf and on behalf of the Employee Releasors and Employer Releasors will not sue any of the Employer Released Parties or Employee Released Parties, respectively, in any court on any ground arising out of or related to any of the claims released in this Agreement. Employee acknowledges and agrees that this Paragraph does not preclude Employee from filing a charge or complaint with any government agency (including but not limited to the CCRD and EEOC), to the extent permitted by law, but Employee expressly releases, waives, and disclaims any right to compensation or other benefit or remedy that may otherwise inure to Employee as a result of any such charge or complaint involving Employer.

8. Knowing and Voluntary Acknowledgment. In addition to the agreements and acknowledgments contained in Section 4, Employee further specifically agrees and acknowledges that:

(a) Employee knowingly, freely, and voluntarily assents to all of this Agreement's terms and conditions including, without limitation, the waiver, release, and covenants contained in it;

(b) Employee is signing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which Employee is otherwise entitled;

(c) Employee is not waiving or releasing rights or claims that may arise after Employee signs this Agreement; and

(d) the Parties understand that the waivers and releases in this Agreement are being requested in connection with Employee's separation of employment from the Employer.

9. Confidentiality. Unless otherwise required by applicable law or regulations, the Parties agree that the existence of this Agreement, the provisions, terms, and conditions of this Agreement, and the nature of the negotiations resulting in this Agreement are and shall remain strictly confidential, and shall not be disclosed to any person not a party hereto under any circumstances; provided that nothing in this paragraph shall restrain Employee from disclosing the underlying facts of any alleged discriminatory or unfair employment practice. Employee shall also be permitted to disclose the existence and terms of this Agreement: (a) To Employee's immediate family members, religious advisor, medical or mental health provider, mental or behavioral health therapeutic support group, legal counsel, financial advisor, or tax preparer; (b) To any local, state, or federal government agency for any reason, including disclosing the existence and terms of this Agreement, without first notifying the Employer; and (c) in response to legal process, such as a subpoena to testify at a deposition or in a court, including disclosing the existence and terms of this Agreement, without first notifying the Employer; and (d) for all other purposes as required by law.

Without limitation, Employee may disclose the existence and terms of this Agreement to the Colorado Department of Labor and Employment in connection with Employee's claim for unemployment insurance benefits.

The disclosure of the underlying facts of any alleged discriminatory or unfair employment practice within the parameters specified above, does not constitute disparagement. This confidentiality provision is a material condition of this Agreement, and should either Party breach this Agreement's confidentiality requirement, the other Party is entitled to injunctive relief and damages, as well as the other Party's reasonable attorneys' fees and costs.

10. No Disparagement.

(a) Unless required by law, Employee will not make any statement, public or private, oral or written, to any person that is materially disparaging or defamatory about the Employer or any Released Parties. Similarly, Employer will instruct members of its Board of Directors and all members of Executive Leadership not to make any statement, public or private, oral or written, to any person that is materially disparaging or defamatory about the Employee.

(b) Protected Rights and Activity. Nothing in this Agreement, including the non-disparagement and non-disclosure provisions, shall be construed to:

(i) Limit, restrict, or in any way affect Employee's rights under Section 7 of the National Labor Relations Act (29 U.S.C. § 157), including the right to engage in protected concerted activity, such as the right to discuss the terms and conditions of employment with coworkers, to organize, or to communicate with a labor organization;

(ii) Prohibit or restrict Employee from communicating, providing information, or filing a charge or complaint with any federal, state, or local governmental agency or commission, including but not limited to the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Colorado Civil Rights Division, and the Colorado Department of Labor and Employment (collectively, "Government Agencies");

(iii) Prohibit or restrict Employee from participating, cooperating, or testifying in any investigation, proceeding, or hearing conducted by any Government Agency;

(iv) Prohibit or restrict Employee from making truthful statements or disclosures regarding the underlying facts of any claim of discrimination, harassment, retaliation, or other unfair employment practice, whether to an attorney, a Government Agency, or in a court proceeding;

(v) Prohibit or restrict Employee from making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding relating to any claim of sexual assault or sexual harassment, consistent with the federal Speak Out Act (Public Law No. 117-224); or

(vi) Require Employee to notify the Employer or obtain the Employer's authorization or approval prior to engaging in any of the foregoing activities.

Employee is not required to contact the Employer before engaging in any activity described in this paragraph, and the Employer will not retaliate against Employee for engaging in any such activity.

11. Successors and Assigns.

(a) Assignment by the Employer

The Employer may freely assign its rights and obligations under this Agreement at any time. This Agreement shall inure to the benefit of the Employer and its successors and assigns.

(b) No Assignment by Employee

Employee may not assign rights or obligations under this Agreement in whole or in part. Any purported assignment by Employee shall be null and void from the initial date of the purported assignment.

12. Consequences of Breach. Employee and Employer agree that if any Party breaches this Agreement, the breaching party shall be responsible for the other party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

13. Governing Law, Jurisdiction, and Venue. This Agreement and all matters arising out of or relating to this Agreement whether sounding in contract, tort, or statute, is to be governed by and construed in accordance with the laws of Colorado (including its statutes of limitations) without regard to any conflicts of laws principles that would require the laws of any other jurisdiction to apply. Any action or proceeding by either of the Parties to enforce this Agreement will be brought only in state or federal court located in the state of Colorado. The Parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

14. Entire Agreement. Unless specifically provided herein, this Agreement contains all of the understandings and representations between the Employer and Employee relating to the subject matter hereof and supersedes all prior and contemporaneous understandings, discussions, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Modification and Waiver. Except as provided in Section 16 below, no provision of this Agreement may be amended or modified unless the amendment or modification is agreed to in writing and signed by Employee and by the Employer. No waiver by either Party of any breach by the other Party of any condition or provision of this Agreement to be performed by the other Party is to be deemed a waiver of any other provision or condition at any time, nor will the failure of either Party to exercise, or delay by either Party to in exercising, any right, power, or privilege under this Agreement operate as a waiver thereof or operate to preclude the further exercise thereof or the exercise of any other such right, power, or privilege.

16. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, or enforceable only if modified, such finding will not affect the validity of the remainder of this Agreement, which will remain in full force and effect and continue to be binding on the Parties. The Parties further agree that any such court is authorized to modify any such invalid, illegal, or unenforceable provision of this Agreement instead of severing the provision from this Agreement in its entirety, whether by rewriting, deleting, or adding to the offending provision, or by making such other modifications as it deems necessary to carry out the intent and agreement of the Parties as embodied in this Agreement to the maximum extent permitted by law. Any such modification will become a part of and will be treated as though originally set forth in this Agreement. If such provision or provisions are not modified, this Agreement will be construed as if such invalid, illegal, or unenforceable provisions had not been set forth in it. The Parties expressly agree that this Agreement as so modified by the court shall be binding on and enforceable against each of them.

17. Interpretation. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph. Moreover, this Agreement is not to be construed against either Party as the author or drafter of the Agreement.

18. Counterparts. The Parties may execute this Agreement in counterparts, each identical except for the signature it bears. Each such counterpart will be deemed an original, and all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart's fully legible signature page of this Agreement by facsimile, email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the document has the same effect as delivery of an executed original of this Agreement.

19. No Admission of Liability. Nothing in this Agreement is to be construed as an admission by either Party of any wrongdoing, liability, or noncompliance with any federal, state, city, or local rule, ordinance, statute, common law, or other legal obligation. The Employer specifically disclaims and denies any wrongdoing or liability to Employee, and Employee specifically disclaims and denies any wrongdoing or liability to the Employer.

20. Notices. All notices under this Agreement must be given in writing by personal delivery, regular mail, or receipted email at the addresses indicated in this Agreement or any other address designated in writing by either Party.

(a) Employee: 34 Veranda Lane, Colleyville, Texas 76034.

(b) Employer: 8123 InterPort Blvd., Suite C, Englewood, CO 80112.

21. Section 409A. This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), including the exceptions thereto, and is to be construed and administered in accordance with such intent. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service, as a short-term deferral, or as a settlement payment pursuant to a bona fide legal dispute will be excluded from Section 409A to the maximum extent possible. To the extent required under Section 409A, any payment to be made under this Agreement in connection with a termination of employment will only be made if such termination constitutes a "separation from service" under Section 409A. Notwithstanding the foregoing, the Employer makes no representation that the payments and benefits provided under this Agreement comply with Section 409A and in no event will the Employer be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by Employee on account of non-compliance with Section 409A.

22. Recitals Incorporated into Agreement. The Parties include by reference the Recitals hereto as part of this Agreement.

23. Acknowledgment of Full Understanding. EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEE HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE BEFORE SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this Separation and Release of Claims Agreement as of the date(s) indicated below, to be effective as of the Effective Date.

EMPLOYEE:

Signature:	/s/ Scott Pomeroy
Name:	Scott Pomeroy
Date:	08/16/2026

EMPLOYER:

By	/s/ James Muchmore
Name:	James Muchmore
Title:	General Counsel
Date:	August 17, 2026

Exhibit 10.2

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (this "***Agreement***") is made and entered into as of November 10, 2025 (the "***Effective Date***"), by and between the following (the "***Parties***" or each a "***Party***"):

(i) Drone Nerds, LLC, a Florida limited liability company (the "***Company***"), an Affiliate of XTI Aerospace, Inc., a Nevada corporation ("***XTIA***"), and

(ii) Jeremy Schneiderman ("***Executive***").

RECITALS

WHEREAS, the Company desires to employ the Executive in such Position as set forth in *Exhibit A* attached hereto; and

WHEREAS, Executive and the Company agree that Executive is not restricted or prohibited, contractually or otherwise, from entering into and performing each of the terms and covenants contained in this Agreement, and that Executive's execution and performance of this Agreement will not violate or breach any other agreements between Executive and any other person or entity.

WHEREAS, Company wishes to employ Executive, and Executive wishes to accept such employment with Company, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, incorporating the foregoing Recitals into this Agreement, and for good and valuable consideration, the Parties agree, as follows:

1. DEFINITIONS. Attached hereto as *Exhibit A* is a table of defined terms and the meaning prescribed for each such defined term.

2. EMPLOYMENT. Company shall employ Executive, and Executive accepts such employment by Company, during the Term, on the terms and subject to the conditions set forth in this Agreement.

3. TERM. The term of this Agreement shall commence as of the Effective Date, and shall continue for the Initial Term. This Agreement shall automatically renew for additional successive one (1)-year periods thereafter (each, a "***Renewal Term***"), unless notice of termination is given by either party at least ninety (90) days prior to the end of the Initial Term or the then applicable Renewal Term, as the case may be. The Initial Term and any applicable Renewal Term(s) are collectively referred to herein as the "***Term***."

4. POSITION AND DUTIES.

4.1 General Duties.

(a) During Executive's employment hereunder, Executive shall serve in the Position as set forth on *Exhibit A*.

(b) Executive shall do and perform all services, acts or things necessary or advisable to manage and conduct the business of the Company and which are normally associated with Executive's Position and such other tasks as may be assigned to Executive from time to time by Executive's Direct Report. However, at all times during Executive's employment, Executive shall be subject to the direction and policies from time to time reasonably established in good faith by XTIA. Notwithstanding the foregoing, Executive shall have such corporate power and authority as shall be required to enable Executive to discharge Executive's duties in any office that Executive may hold.

(c) Nothing herein shall preclude Executive from (i) engaging in activities that are not in direct competition to the activities of the Company, including but not limited to those engagements set forth on Exhibit B, which exhibit may be amended or modified from time to time, (ii) engaging in civic, charitable or religious activities or organizations which will not present any direct conflict of interest with the Company or affect the performance of Executive's duties hereunder (collectively, "***Civic Involvement***"), or (ii) serving on boards of directors and/or boards of advisors of companies or organizations which will not present any direct conflict of interest with the Company or affect the performance of Executive's duties hereunder, or owning passive investment interests that do not compete with Company's business; provided, however, Executive may (1) own XTIA stock, (2) own directly or indirectly up to 3% of a publicly held company that may compete with Company's business or (3) have passive ownership of securities through a private equity, venture capital or similar investment fund, in each case, that engages in a business that may compete with Company's business so long as Executive has no active participation in such business. For the avoidance of doubt, the Company agrees that reasonable time allocated to Civic Involvement is compliant with this Agreement and such activities are approved, and do not constitute a conflict of interest.

(d) During Executive's employment by the Company, Executive shall not engage in competition with the Company, either directly or indirectly, in any manner or capacity, as adviser, principal, agent, partner, officer, director, employee, member of any association or otherwise, in any phase of the business of developing, manufacturing and marketing of products which are in the same field of use or which otherwise directly compete with the products or proposed products of the Company.

4.2 By signing this Agreement, Executive acknowledges receipt of and agrees to comply with and be bound by the Company Employee Handbook, as well as its Employment, Confidential Information, Invention Assignment, and Arbitration Agreement, Code of Business Ethics, Electronic Access Policy, and Drug-Free Workplace Policy Statement, as the same currently exists or as may be adopted, and subsequently modified by the Company or XTIA, as the case may be.

4.3 Place of Performance. In connection with Executive's employment under this Agreement, Executive shall be based at and principally perform Executive's duties at the Company's Location defined in *Exhibit A*.

5. COMPENSATION AND BENEFITS.

5.1 Base Salary. Beginning on the Effective Date and continuing thereafter unless modified in writing by the Parties, Company will pay Executive an annualized Base Salary as reflected on *Exhibit A*, payable according to Company's payroll policies for senior executive employees.

5.2 Performance Bonuses. On or before January 31st of each year during the Term, the Executive's "***Direct Report***" (as identified in *Exhibit A*) will propose annual, quantitative, specific target objectives, for the Company. Such objectives ("***Target Objectives***") will be used by Executive's Direct Report to establish in writing and promptly provided to Executive, in Direct Report's discretion, Executive's individual quarterly objectives (the Executive's "***Quarterly Milestones***") against which Executive's performance will be reviewed and evaluated by Executive's Direct Report ("***Quarterly Review***"). Following such Quarterly Review, the Direct Report may, in such Direct Report's discretion, approve a Performance Bonus to the Executive, as may be appropriate. Any Performance Bonus, if awarded, shall be paid within thirty (30) days following each calendar quarter (the target value of each "***Quarterly Bonus***" shall equal approximately 25% of the annual Performance Bonus referenced in *Exhibit A*).

5.3 Incentive Award. As an employee of the Company, Executive is eligible to receive, from time-to-time, equity incentive awards of options, stock, restricted stock units and/or other participation interests in XTIA ("***XTIA Equity***") pursuant to the Plan (generally, an "***Incentive Awards***"), as either:

(a) Both (i) recommended by the Company and/or the Executive's Direct Report to XTIA's Board of Directors (XTIA's "***Board***"), and/or XTIA's Compensation Committee (the "***Committee***"), as the case may be, and as (ii) finally approved by the Board and/or the Committee; or

(b) As may be agreed upon between the Company and the Executive

Prior to the effective date of an Incentive Award grant to Executive, the Company shall provide Executive, a writing setting forth the amount and terms of a proposed Incentive Award grant. All Incentive Awards shall be either compliant with, or exempt from, Section 409A of the Internal Revenue Code of 1986, as amended.

5.4 **Expense Allowance**. The Company shall reimburse Executive for approved reasonable business expenses in accordance with the Company's Expense Reimbursement Policy, as from time to time amended by the Company.

5.5 **Vacation**. Subject to the reasonable demand of the Company, Executive shall be entitled to that number of paid Vacations Days and/or Personal Days (generally, "***PTO Days***") as reflected in Exhibit A attached hereto during each twelve-month period during Executive's employment hereunder (for purposes of this Section of this Agreement, a "***Year***"), in addition to all U.S. national holidays and other national holidays applicable to the Company. Any unused PTO Days in any Year will rollover to the next Year. Further, in the event of termination of this Agreement, and if Executive does not take all of such Executive's available PTO Days before the end of the Executive's employment with the Company, Executive shall be compensated for all accrued PTO Days at his Base Salary rate then in effect. Company shall comply with all applicable laws, if any, governing Executive's accrual and use of paid sick time.

5.6 **Benefits.** In addition to the foregoing, Executive shall be entitled to participate in such other medical, dental, disability, life insurance, 401(k), pension and other benefit plans as Company may have or establish from time-to-time. The foregoing, however, shall not be construed to require Company to establish any such plans or to prevent the modification or termination of such plans once established.

5.7 **Withholdings**. All of Executive's compensation shall be subject to customary withholding taxes and any other US employment taxes as are commonly required to be collected or withheld by the Company. The Company shall not withhold any taxes or other fees applicable to any county, government or other jurisdiction. If Executive is required to pay any employment taxes (or other related income or other taxes) to any country, government or jurisdiction as a result of this Agreement (or Executive's services hereunder outside the US) other than US taxes, the Company shall promptly reimburse to Executive the full amount of such taxes (and related out-of-pocket costs) incurred by Executive.

6. **TERMINATION BY COMPANY**. Executive's employment with the Company may be terminated by the Company under the following conditions:

6.1 **Death**. Upon Executive's death, in which case termination shall be effective on the last day of the month in which Executive's death occurs.

6.2 **Disability**. If Executive (a) becomes Totally Disabled (as defined below) in which event, for purposes of this Section 6.2, the date of termination shall be the last day of the month in which Executive is determined to be Totally Disabled, or (b) if Executive shall be absent from duties on a full-time basis due to Incapacity for six (6) consecutive months, and shall not have returned to the performance of duties within thirty (30) days after receiving written notice of termination following such six (6)-month period (a "***Disability Notice***") in which event Executive's date of termination shall be thirty (30) days following Executive's receipt of a Disability Notice.

6.3 For Cause.

(a) The Company may terminate Executive's employment under this Agreement for Cause by delivery of written notice to Executive specifying the cause or causes relied upon for such termination (a "***Notice of Termination***"). Any Notice of Termination given pursuant to this Section 6.3 shall effect termination as of the date specified in such Notice of Termination or, in the event no such date is specified, on the last day of the calendar month in which such Notice of Termination is delivered or deemed delivered as provided in Section 12.6.

(b) If Executive's employment under this Agreement is terminated by the Company for Cause under this Section 6.3, Executive shall be entitled to receive only Executive's accrued Base Salary and other accrued benefits required by law, prorated to the date of termination. Executive will not be entitled to severance pay, pay in lieu of notice or any other such compensation.

6.4 **Without Cause**. The Company may terminate the Executive's employment without Cause upon delivery of written Notice of Termination to the Executive at any time. Any Notice of Termination given pursuant to this Section 6.4 shall effect termination not less than thirty (30) days after the date of such Notice of Termination.

7. **TERMINATION BY EXECUTIVE** . Executive may terminate Executive's employment with the Company (a) for Sufficient Reason at any time within twelve (12) months following the occurrence of an event or events constituting such Sufficient Reason; or (b) without Sufficient Reason upon sixty (60) days' Notice to the Company.

8. **COMPENSATION UPON TERMINATION**.

8.1 **Death**. If Executive's employment shall be terminated by death, the Company shall pay to Executive's designee(s), beneficiary(ies), or if there is no such designee or beneficiary, to Executive's estate, the Executive's Base Salary through the final date of termination at the rate in effect at the time of the notice of termination plus any accrued bonuses and PTO Days.

8.2 **Disability**. If Executive shall become Totally Disabled as provided in Section 6.2, the Company shall continue to pay to Executive an amount which, when combined with disability or income-continuance benefits pursuant to a Company plan or provided under state law and received by Executive, shall equal but not exceed Executive's Base Salary, provided that Executive has submitted claims for any and all such disability benefits to which Executive may be entitled. For any waiting period during which Executive receives no benefits under any disability plan, the Company shall pay Executive's entire Base Salary. The Company shall continue to integrate such salary payments with benefits until such time as Executive's employment is terminated in accordance with Section 6.2. Upon any such termination, the Company shall pay to Executive the Executive's Base Salary through the final date of termination at the rate in effect at the time of the notice of termination plus any accrued bonuses and PTO Days.

8.3 **Cause; Without Sufficient Reason**. If Executive's employment shall be terminated by the Company for Cause, or if Executive terminates employment hereunder without Sufficient Reason, the Company shall pay Executive Executive's Base Salary through the final date of termination at the rate in effect at the time of the notice of termination, and the Company shall thereafter have no further obligations to Executive under this Agreement.

8.4 Without Cause; Sufficient Reason. If (a) Executive shall terminate Executive's employment with the Company (or the New Company as defined in *Exhibit A*) for Sufficient Reason; or (b) the Company shall terminate Executive's employment without Cause, then upon Executive's furnishing to the Company (or the New Company, as the case may be) an executed Waiver and Release of Claims (a form of which is attached hereto as *Exhibit C*), Executive shall be entitled to the following:

(a) Executive's Base Salary, accrued bonus and accrued PTO Days through the date of termination; and

(b) (A) (i) Executive's annual Base Salary in effect at the time of termination, divided by 12, plus (ii) $25,000 and then multiplied by (B) the Base Salary Severance Multiple (as defined in *Exhibit A*);

(c) All unvested stock options of XTIA held by Executive shall immediately vest, subject to XTIA Compensation Committee approval; and

(d) Continued receipt, at the Company's cost (including, without limitation, the Company's reimbursement if any COBRA payments made by Executive), for the Benefits Continuation Period (as defined in *Exhibit A*) of all employee benefit plans and programs, including, without limitation, the benefits in which the Executive and Executive's family were entitled to participate immediately prior to the date of termination. In the event that the Executive's participation in any such plan or program is barred by applicable law, the Company shall arrange to provide the Executive with benefits substantially equivalent to those which the Executive would otherwise have been entitled to receive under such plans and programs from which Executive's continued participation is barred by applicable law.

8.5 Change In Control. In the event of a Change of Control, if within twelve (12) months following the occurrence of such Change in Control, Executive's employment with the New Company is terminated by the New Company for any reason whatsoever other than as specified in Section 6.3, upon Executive's furnishing to the New Company an executed waiver and release of claims (*Exhibit C*), Executive shall be entitled to the following from the New Company:

(a) The New Company shall pay Executive's Base Salary, accrued bonuses and accrued PTO Days through the date of termination;

(b) The New Company shall pay (A) (i) Executive's annual Base Salary in effect immediately prior to the event or events resulting in a Change in Control (the "***Change of Control Effective Date***"), divided by 12, plus (ii) $25,000 and then multiplied by (B) the Base Salary Change of Control Multiple;

(c) All unvested stock options of the New Company held by Executive shall immediately vest, subject to XTIA Compensation Committee approval; and

(d) If Executive timely elects continued coverage under COBRA for himself and his covered dependents under the Company's group health plans following such termination of employment, then the Company shall pay the COBRA premiums necessary to continue Executive's health insurance coverage in effect for himself and his eligible dependents on the termination date until the earliest of (A) the close of the twelve (12) month period following the termination date and (B) the expiration of Executive's eligibility for continuation coverage under COBRA.

All payments provided for in this Section 8 to be made to Executive (other than COBRA continuation coverage) shall be made in one lump sum within thirty (30) calendar days of Executive's final date of termination.

8.6 Prior to Executive's termination in accordance with this Agreement, the Company agrees to (i) take no action, by amendment of the Company's charter documents or otherwise, to avoid or seek to avoid the observance or performance of any of the terms to be observed or performed by the Company hereunder, and (ii) at all times in good faith assist in the carrying out of all of the provisions herein and in the taking of all such action as may be necessary or appropriate in order to protect Executive's rights hereunder against impairment.

8.7 Executive shall not be obligated to mitigate any damages that may be suffered by reason of a termination other than for Cause by the Company. In the event that Executive secures other employment or contracts after such termination with the effect that Executive's damages are mitigated, any monies received by Executive as a result of such employment or under such contract shall not in any manner be set off against, credited towards or deducted from amounts payable to Executive hereunder.

9. <u>CONFIDENTIAL INFORMATION; NONSOLICITATION; COVENANT NOT TO COMPETE</u>.

9.1 Executive recognizes that Executive's employment with the Company will involve contact with information of substantial value to the Company, which is not old and generally known in the trade, and which gives the Company an advantage over its competitors who do not know or use it, including but not limited to, techniques, designs, drawings, processes, inventions, developments, equipment, prototypes, sales and customer information, and business and financial information relating to the business, products, practices and techniques of the Company (hereinafter referred to as "***Confidential Information***"). Executive will at all times regard and preserve as confidential such Confidential Information obtained by Executive from whatever source and will not, either during Executive's employment with the Company or thereafter, publish or disclose any part of such Confidential Information in any manner at any time, or use the same except on behalf of the Company, without the prior written consent of the Company. Notwithstanding the foregoing sentence, disclosure of Confidential Information shall not be precluded if such information (i) is now, or hereafter becomes, through no act or failure to act on the part of the Executive, generally known or available, (ii) is required to be disclosed by law, (iii) is known or available through other lawful sources not bound by a confidentiality obligation, directly or indirectly, with the disclosing party or otherwise prohibited from disclosing such information, (iv) is developed by the receiving party independently of the disclosure by the disclosing party without reliance on the Confidential Information, (v) relates solely to the income Tax aspects and consequences of the transactions contemplated by that certain Membership Interest Purchase Agreement, dated November 10, 2025, by and among XTI Drones Holdings, LLC, The Origin Group DN, Inc., the Company and the other parties named therein, and that certain Membership Interest Purchase Agreement, dated November 10, 2025, by and among XTI Drones Holdings, LLC, The Origin Group AZ, Inc., Anzu Robotics, LLC and the other parties named therein (collectively, the "***Purchase Agreements***"), or (vi) is disclosed in connection with Executive's performance, enforcement, or defense of any rights or obligations under the Purchase Agreement, the Ancillary Agreements (as defined in the Purchase Agreements), or in connection with the transactions contemplated thereby.

9.2 While employed by the Company and for one (1) year thereafter (the "***Restricted Period***"), the Executive agrees that Executive will not, individually or jointly with others, directly or indirectly through another person or entity, (i) recruit, solicit or hire, or attempt to recruit, solicit or hire, any then current employee, consultant or independent contractor of the Company to terminate such person's relationship with the Company in order to become an employee, consultant or independent contractor to or for any other person or business entity, provided, general advertisements shall not constitute a violation of this Section, or (ii) interfere with, contact, call upon or solicit or accept business from, any person or entity, who was a customer of the Company.

9.3 During the Restricted Period, the Executive agrees that, Executive shall not directly or indirectly through another person or entity, whether for Executive's own account or for that of any other person or entity (including any division, group or franchise of a larger organization), engage in, be employed by, provide consulting services or advice to, serve as a director, officer, or manager, or consultant to, or own, control, manage, hold, or participate in any ownership interest in any entity, that is engaged in business or enterprise in which all or any portion of the business of such entity or enterprise is one that distributes, sells, manufactures, installs or services products the same or similar to those products distributed, sold, installed or serviced by the Company (collectively, the "***Competing Business***") anywhere in the world (given the nature of the Company's business, the "***Restricted Territory***"). This non-competition prohibition includes, but is not limited to, Executive acting, whether directly or indirectly, whether for himself, herself or itself or on behalf of or with any other Person (including any division, group or franchise of a larger organization) and whether as a sole proprietor, principal, partner, shareholder, agent, officer, director, board member, employee, joint venturer, independent contractor, promoter, member, director, manager, consultant, advisor, equity owner, lender, sales representative, or in any similar or other capacity, for any Competing Business in the Restricted Territory.

9.4 Executive acknowledges and agrees that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, duration, scope, and geographical area. Notwithstanding the foregoing, nothing in this Section 9 shall prevent Executive from (1) owning XTIA stock, (2) owning directly or indirectly up to 3% of a publicly held company that may compete with Company's business, (3) have passive ownership of securities through a private equity, venture capital or similar investment fund, in each case, that engages in a Competing Business so long as Executive has no active participation in such business, (4) serving as an officer, member or director of a non-profit organization, trade association, task force, or industry group, or (5) being employed by or otherwise providing services to an entity that has a subsidiary, division, affiliate entity or line of business (an "***Operating Line***") that engages in the Competing Business, so long as Executive does not engage in services in support of such Operating Line or the Competing Business.

10. SUCCESSORS. The Company shall require any successor (whether direct or indirect, by Change of Control, purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by agreement in form and substance reasonably satisfactory to the Executive, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such an agreement prior to the effectiveness of any such succession shall be a material breach of this Agreement and shall entitle the Executive to compensation and all other benefits from the Company in the same amount and on the same terms as Executive would be entitled to hereunder if Executive terminated Executive's employment for Sufficient Reason hereunder.

11. INDEMNIFICATION. To the fullest extent of applicable law, Company will, and will cause all the Company Affiliates to, indemnify and save harmless Executive, Executive's heirs and personal representatives, against all costs, charges and expenses paid by Executive in connection with claims made by third parties including an amount paid to settle any action or to satisfy any claim or judgment, actually and reasonably incurred by Executive, including an amount paid to settle an action or satisfy a judgment in a civil, criminal, or administrative action or proceeding to the extent such claim or judgment relates to services which Executive was providing in good faith to the Company in performing his duties or otherwise fulfilling Executive's obligations hereunder, except where payment or reimbursement by the Company (or, if applicable, the Company Affiliate) of such amount is prohibited by law or any non-appealable court order. Any expenses incurred by Executive for such legal matters shall be reimbursed and/or paid on behalf of Executive by the Company at the time such services are rendered.

12. GENERAL PROVISIONS.

12.1 Governing Law. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Texas, without giving effect to the principles of conflict of laws.

12.2 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties.

12.3 Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable, and a suitable and equitable term or provision shall be substituted therefor to carry out, insofar as may be valid and enforceable, the intent and purpose of the invalid or unenforceable term or provision.

12.4 Dispute Resolution/Arbitration.

(a) Except as otherwise provided herein, any dispute between Executive and the Company shall be submitted to binding arbitration, which will occur in either Tarrant, Collins or Dallas County, Texas. Executive or the Company may commence the arbitration by delivery of a written notice to the other Parties describing the issue in dispute and its position with regard to such issue. If Executive and the Company are unable to agree on an arbitrator within thirty (30) days following delivery of such notice, the arbitrator shall be selected in accordance with the American Arbitration Association's National Rules for the Resolution of Employment Disputes in effect at the time ("***National Rules***"). Only one arbitrator, as opposed to a panel of arbitrators shall hear the dispute. Discovery shall be allowed in accordance with the National Rules. Except as may be otherwise provided herein, the arbitration shall be conducted in accordance with the National Rules. The award of the arbitrator shall be final and binding, and judgment upon an award may be entered in any court of competent jurisdiction.

(b) Executive and the Company agree that any dispute between them, including any dispute over this Agreement, but specifically excluding any dispute over compliance with the confidentiality or non-competition provisions of this Agreement, shall be submitted to binding arbitration as set forth in this Section 12.

(c) The decision of the arbitrator shall be enforceable in a court of competent jurisdiction.

12.5 Force Majeure. Noncompliance with the obligations of this Agreement by either Party due to events beyond the control of such Party, such as the Laws of any Government Authority hereafter adopted or modified, war, civil commotion, destruction of facilities and materials, fire, flood, earthquake or storm, labor disturbances, shortage of materials, failure of public utilities or common carriers, and any other causes beyond the reasonable control of the applicable Party, shall not constitute a breach of this Agreement.

12.6 **Notice**. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

(a) **Personal Delivery**. When personally delivered to the recipient, notice is effective on delivery.

(b) **First-Class Mail**. When mailed first class to the last address of the recipient known to the Party giving notice, notice is effective two (2) mail delivery days after deposit in a United States Postal Service office or mailbox.

(c) **Certified Mail**. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt dated on a business day.

(d) **Overnight Delivery**. When delivered by overnight delivery via FedEx/United Parcel Service, or other reputable overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

(e) **Email Transmission**. When sent by email to the last email address of the recipient known to the Party giving notice, notice is effective when sent. Any Notice given by email shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

(f) **Address, email and Facsimile Numbers.** Addresses, email addresses and fax numbers for purpose of giving notice are as set forth following the signatures of the Parties below. Any Party may change its address or fax number by giving the other Party notice of the change in any manner permitted by this Agreement.

(g) **Refusal, Unclaimed or Undeliverable Notice**. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified shall be deemed effective as of the first business day that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

(h) **Business Day**. If the last day permissible for delivery of any Notice under any provision of this Agreement, or for the performance of any obligation under this Agreement, shall be other than a business day, such last day for such Notice or performance shall be extended to the next following Business Day (provided, however, under no circumstances shall this provision be construed to extend the Date of Termination of this Agreement).

12.7 **Cumulative Rights**. Any specific right or remedy provided in this Agreement shall not be exclusive but shall be cumulative upon all other rights and remedies set forth in this Agreement and allowed under applicable law.

12.8 **Attorney's Fees**. In the event that any dispute between the parties should result in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs, and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorney's fees, and expenses.

12.9 Counterparts. This Agreement may be executed in any number of counterparts, using facsimile or electronic signatures, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Parties may also deliver executed copies of this Agreement to each other by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. No party may raise the use of any image transmission device or method or the fact that any signature was transmitted as an image as a defense to the enforcement of this Agreement.

12.10 Assignment And Binding Effect. This Agreement shall be binding upon and inure to the benefit of Executive and Executive's heirs, executors, personal representatives, assigns, administrators and legal representatives. Because of the unique and personal nature of Executive's duties under this Agreement, neither this Agreement nor any rights or obligations under this Agreement shall be assignable by Executive. This Agreement shall be binding upon and inure to the benefit of the Company and its successors, assigns and legal representatives.

12.11 Waiver. No term, covenant or condition of this Agreement or any breach thereof shall be deemed waived, except with the written consent of the Party against whom the waiver in claimed, and any waiver or any such term, covenant, condition or breach shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant, condition or breach.

12.12 Interpretation; Construction. The headings set forth in this Agreement are for convenience of reference only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing the Company, but Executive has been encouraged, and has consulted with, Executive's own independent counsel and tax advisors with respect to the terms of this Agreement. The Parties acknowledge that each Party and its counsel have reviewed and revised, or had an opportunity to review and revise, this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

[*Signatures on Next Page*]

IN WITNESS WHEREOF, the Parties have executed this Employment Agreement as of the date first above written.

THE COMPANY:

Drone Nerds, LLC,
a Florida limited liability company

By: /s/ Brooke Turk 11/11/2025
Brooke Turk, CFO of XTIA

By: /s/ Michael Tapp 11/11/2025
Michael Tapp, COO of XTIA

EXECUTIVE :

/s/ Jeremy Schneiderman 11/12/2025
Jeremy Schneiderman

Exhibit A Defined Terms

The following Table and defined terms set forth the meaning of such defined terms.

Term	Meaning
"Position"	CEO of Drone Nerds, LLC
"Base Salary"	$400,000 (USD) annually
"Performance Bonus"	Up to 400% year 1 and 500% years 2 and 3 of the Executive's then current annualized Base Salary (the "***Performance Bonus Percentage***"). For each 1% growth in Company recognized EBITDA $s year over year (using Company 2025 ending adjusted EBITDA as the 2026 period baseline), Executive will earn a performance bonus of 1.8% of the then current base salary; for each $1M of Company recognized new EBITDA from a closed add-on acquisition company, Executive will earn a performance bonus of 24.7% of the then current base salary; for each $1M of closed investments funded into strategic companies approved by the XTIA investment committee, Executive will earn a performance bonus of 1.3% of the then current base salary.
"Base Salary Severance Multiple"	12 months
"Base Salary Change of Control Multiple"	12 months
"Benefit Continuation Period"	12 months after termination
"Direct Report"	XTIA COO
"Initial Term"	Three (3) Years
"Location"	Dania Point, FL
"Vacation Days/Personal Days"	30 business days

"***Affiliate***" means with respect to the Company any of the Company's subsidiaries and subsidiaries of any subsidiary.

"***Cause***" means, without limitation, the occurrence of any of the following events:

(a) Executive is in material breach of any material provision of this Agreement and, except as otherwise provided in Section 6.3, such breach continues for a period of thirty (30) days after written notice of such breach is given to Executive by the Company, and Executive has not cured such breach within thirty (30) days after receipt of such written notice;

(b) Executive's engaging or in any manner participating in any activity which is directly competitive with or intentionally injurious to the Company and such violation continues for a period of ten (10) days after notice of such violation is given to Executive by the Company;

(c) Intentional improper use or appropriation for Executive's personal use or benefit of any funds or properties of the Company not authorized by Executive's Direct Report to be so used or appropriated and the same has not been remedied within ten (10) days after written notice of such violation is given to Executive by the Company; and

(d) Executive's conviction of any felony crime involving dishonesty or moral turpitude.

"***Change in Control***" of the Company, except in the event of an Exempt Change of Control, means and be deemed to have occurred if and when:

(a) Any person or entity or group of persons and/or entities acting in concert shall acquire, directly or indirectly, beneficial ownership of more than fifty percent (50%) of the outstanding shares of voting stock of the Company or other securities of the Company convertible (after giving effect to such conversion) into more than fifty percent (50%) of the outstanding shares of voting stock of the Company;

(b) The Company is a participant in a merger or consolidation in which the Company does not survive as an independent company;

(c) The business or businesses of the Company for which Executive's services are principally performed are disposed of by the Company pursuant to a partial or complete liquidation of the Company, a sale of assets or otherwise; or

If any of the above three (3) events occur, then for purposes of this Agreement, the Company or the Company's successor will be considered the "***New Company***."

"***Executive Management Team***" means the then current officers of XTI Aerospace, Inc., a Nevada corporation.

"***Exempt Change of Control***" means any transaction in which (i) the New Company is owned, 10% or more, by the Executive Management Team, or (ii) the Executive Management Team has provided material capital and/or strategic direction to the New Company.

"***Expense Reimbursement Policy***" means that certain policy established by the Company's Chief Financial Officer (the "***CFO***"), as the same may be from time to time amended.

"***Incapacity***" means Executive's inability, due to physical or mental illness, injury, or other incapacity, to perform the essential functions of Executive's Position, with or without reasonable accommodation for a period of time which has lasted or is expected to last for a continuous period of six (6) consecutive months in any twelve (12) month period or more and which causes the individual to be unable, in the opinion of both (x) the Company, and (y) two (2) (if more than one (1) is required by the Company in its sole discretion) independent licensed physicians, to perform such individual's duties for the Company and to be engaged in any substantial gainful activity.

"***Plan***" means that certain XTI Aerospace, Inc. 2018 Employee Stock Incentive Plan. "***Sufficient Reason***" means any one or more of the following events:

(a) The failure by the Company to comply with any material provision of this Agreement and such failure has continued for a period of ten (10) days after written notice of such failure has been given by Executive to the Company;

(b) The assignment to Executive of any duties materially inconsistent with Executive's Position;

(c) The reduction by the Company of Executive's then applicable Base Salary or Executive's Performance Bonus Percentage; and

(d) A change in the geographic location at which Executive is required to perform services by more than fifty (50) miles from the then current principal place of employment.

"***Totally Disabled***" means the inability of Executive (in the determination of the Direct Report) to perform the essential functions of Executive's Position under this Agreement by reason of any Incapacity. The Direct Report's determination shall be final and binding and the date such determination is made shall be the date of such Total Disability for purposes of this Agreement.

Exhibit B

Executive’s Potential Conflicts

The following are matters or organizations in which Executive participates or is otherwise involved to the degree disclosed below:

Matter/Company	Description of relationship

Exhibit C

RELEASE OF CLAIMS AND WAIVERS

In exchange for payment to Executive of amounts pursuant to Sections 8.4 and 8.5 (and for the other benefits provided therein) of the Employment Agreement (the "***Agreement***") between Executive and Drone Nerds, LLC, a Florida limited liability company (the "***Company***"), to which this form is attached, Executive hereby furnishes to the Company this Release and Waiver of Claims.

Executive hereby releases, and forever discharges the Company, its officers, directors, agents, employees, stockholders, successors, assigns and affiliates (including all Company Affiliates (as defined in the Agreement)), of and from any and all known claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity, or otherwise, suspected and unsuspected, disclosed and undisclosed, arising at any time prior to and including Executive's employment termination date with respect to any claims relating to Executive's employment and the termination of Executive's employment, including but not limited to, claims pursuant to any federal, state or local law relating to employment, including, but not limited to, discrimination claims, claims under the any Fair Employment and Housing Act, and the Federal Age Discrimination in Employment Act of 1967, as amended ("***ADEA***"), or claims for wrongful termination, breach of the covenant of good faith, contract claims, tort claims, and wage or benefit claims, including but not limited to, claims for salary, bonuses, commissions, stock, stock options, vacation pay, fringe benefits, severance pay or any form of compensation (other than the obligations under Sections 8.4 and 8.5 of the Agreement, any indemnification obligations owed by the Company to Executive, and any claims under the Purchase Agreements (as defined in the Agreement) and the Ancillary Agreements (as defined in the Purchase Agreements)).

Executive acknowledges that, among other rights, Executive is waiving and releasing any rights Executive may have under the ADEA, that this Release and Waiver of Claims is knowing and voluntary, and that the consideration given for this Release and Waiver Claims is in addition to anything of value to which Executive was already entitled as an employee of the Company. Executive further acknowledge that Executive has been advised, as required by the Older Workers Benefit Protection Act, that: (a) this Release and Waiver of Claims granted herein does not relate to claims which may arise after it is executed; (b) Executive has the right to consult with an attorney prior to executing this Release and Waiver of Claims (although Executive may choose voluntarily not to do so); (c) Executive has twenty-one (21) days from the date Executive receives this Release and Waiver of Claims, in which to consider this Release and Waiver of Claims (although Executive may choose voluntarily to execute it earlier); (d) Executive has seven (7) days following the execution of this Release and Waiver of Claims to revoke Executive's consent to this Release and Waiver of Claims; and (e) this Release and Waiver of Claims shall not be effective until the seven (7) day revocation period has expired.

Date:__________, 20__

EXECUTIVE:

____

Jeremy Schneiderman

Exhibit 99.1

Press Release

XTI Aerospace Announces Executive Leadership Transition

DALLAS, Aug. 18, 2026 /PRNewswire/ — XTI Aerospace, Inc. (Nasdaq: XTIA) ("XTI Aerospace," "XTI," or the "Company"), an aerospace and advanced technology platform and parent company of Drone Nerds, LLC, ("Drone Nerds"), a leading drone solutions platform serving commercial, enterprise and government customers, today announced two leadership changes designed to streamline management and position the company to address the significant growth opportunities across the commercial, industrial and defense drone markets. Effective immediately, Scott Pomeroy has resigned as Chairman and Chief Executive Officer. The Board of Directors has appointed Jeremy Schneiderman as Interim CEO, and elected Jonathan Ornstein as Interim Chairman of the Board of Directors.

"The Board is committed to ensuring strong leadership to guide XTI Aerospace into its next chapter," said Ornstein. "We thank Scott for his contributions over the last two and a half years and wish him the best in his next chapter. We are confident that the team, with Jeremy as Interim CEO, will serve the best interests of the Company and its objectives, employees and shareholders."

"I'm honored to lead XTI at such an exciting inflection point, with U.S. sourcing becoming a critical point of differentiation in the commercial drone market," said Schneiderman. "Meaningful work lies ahead, and I'm committed to driving disciplined execution and delivering sustained growth. I'm looking forward to continuing to work with the Drone Nerds team as we support our customers in this evolving, high-growth market."

Jeremy Schneiderman has served as the chief executive officer of Drone Nerds since 2014, and under his leadership, Drone Nerds has grown into one of the premier providers of enterprise drone solutions, services, and hardware in the United States. With more than a decade of experience in the UAV industry, Jeremy has helped establish Drone Nerds as a trusted authority across multiple sectors through a combination of technical expertise, strong vendor partnerships, and a customer-first approach. He brings a program-focused perspective shaped by supporting organizations as they evaluate, deploy, and scale drone operations through platform selection, training, integration, and long-term support.

Mr. Ornstein served as chief executive officer of Mesa Air Group, Inc. ("Mesa") from 1998 until November 2025 and as chairman of the board of directors of Mesa from 1999 until November 2025. Following his departure, Mesa completed a merger transaction and changed its name to Republic Airways Holdings Inc. (Nasdaq: RJET). Mr. Ornstein co-founded Virgin Express S.A./N.V., an airline in Brussels, Belgium, where he served as chief executive officer and chairman from 1995 until 1999. In 1994, Mr. Ornstein served as chief executive officer of Continental Express, and was later named senior vice president of airport services for Continental Airlines. Mr. Ornstein served as executive vice president and president of Mesa's then-wholly owned subsidiary WestAir Holding, Inc. from 1988 to 1994. Mr. Ornstein began his career in aviation in 1986 with AirLA, a commuter airline in Los Angeles. Mr. Ornstein attended the University of Pennsylvania.

The Board is confident in the management team's ability to maintain operational stability and advance the company's strategic priorities during this transition.

The change in management and the review of corporate governance policies has resulted in the Company's filing of a Form 12b-25, Notification of Late Filing, with the Securities and Exchange Commission with respect to its Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2026. The Company intends to file its Quarterly Report on Form 10-Q as soon as practicable. The delayed filing relates to the efforts the Company is taking to complete an internal review of the Registrant's former Chief Executive Officer, and other related corporate governance matters.

As a result of the filing of Form 12b-25 Notification of Late Filing, management unfortunately will not be participating in Needham's Annual Virtual Industrial Tech, Robotics and Power Conference on August 17-18.

About XTI Aerospace, Inc.

XTI Aerospace, Inc. (Nasdaq: XTIA) is an aerospace company providing unmanned aircraft systems ("UAS") solutions through its commercial drone solutions division, operated through Drone Nerds, LLC and two development-stage divisions focused on autonomous defense systems and domestic manufacturing of unmanned systems components designed to support federal procurement and sourcing requirements. XTI's commercial drone solutions business provides hardware distribution, training, service, repair, and lifecycle support to enterprise, public safety and government customers.

XTI Aerospace is headquartered in Dallas, Texas. For more information about XTI, please visit xtiaerospace.com and follow XTI on LinkedIn, Instagram, X, and YouTube.

Cautionary Statement Regarding Forward-Looking Statements

Certain statements included in this press release that are not historical facts (including any statements concerning plans and objectives of management for future operations of economic performance, or assumptions or forecasts related thereto) are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, Section 21E of the Securities Exchange Act of 1934, as amended and the Private Securities Litigation Reform Act of 1995. Forward-looking statements generally are accompanied by words such as "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "expect," "should," "would," "plan," "project," "forecast," "predict," "poised," "positioned," "potential," "seem," "seek," "future," "outlook," "target," and similar expressions that predict or indicate future events or trends or that are not statements of historical matters, but the absence of these words does not mean that a statement is not forward-looking. These forward-looking statements include, but are not limited to, 1) the anticipated expansion of XTI's sales and operations and increased availability of XTI's drone and other products; (2) XTI's business and growth plans and future financial performance; and (3) current and future demand for XTI products. These statements are based on various assumptions and estimates, whether or not identified in this press release, and on the current expectations of XTI's management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many actual events and circumstances are beyond the control of XTI. These forward-looking statements are subject to a number of risks and uncertainties, including, but not limited to: changes in domestic and foreign business, market, financial, political and legal conditions; XTI's successful integration of any products (including achievement of synergies and cost reductions); XTI's ability to successfully and timely develop, sell and expand its services, and otherwise implement its growth strategy; risks relating to XTI's operations and business, including information technology and cybersecurity risks, loss of requisite licenses, drone safety risks, loss of key customers and deterioration in relationships between XTI and its employees; risks related to increased competition; risks relating to potential disruption of current plans, operations and infrastructure of XTI, including as a result of the consummation of any acquisition; risks that XTI is unable to secure or protect its intellectual property; risks that XTI experiences difficulties managing its growth and expanding operations; XTI's ability to compete with existing or new companies that could cause downward pressure on prices, fewer customer orders, reduced margins, the inability to take advantage of new business opportunities, and the loss of market share; the ability to successfully select, execute or integrate future acquisitions into XTI's business, which could result in material adverse effects to operations and financial conditions; and those factors discussed in the sections entitled "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements" included in XTI's Annual Report filed with the U.S. Securities and Exchange Commission (the "SEC") on April 15, 2026 for the fiscal year ended December 31, 2025 and in subsequent filings made by XTI with the SEC from time to time. If any of these risks materialize or XTI management's assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. The risks and uncertainties above are not exhaustive, and there may be additional risks that XTI presently does not know or that XTI currently believes are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect XTI's expectations, plans or forecasts of future events and views as of the date of this press release. XTI anticipates that subsequent events and developments will cause XTI's assessments to change. However, while XTI may elect to update these forward-looking statements at some point in the future, XTI specifically disclaims any obligation to do so. These forward-looking statements should not be relied upon as representing XTI's assessments as of any date subsequent to the date of this press release. Accordingly, undue reliance should not be placed upon the forward-looking statements contained in this press release.

Contacts

General inquiries:

Email: contact@xtiaerospace.com
Web: https://xtiaerospace.com/contact

Investor Relations:

IR@xtiaerospace.com