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**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): **June 2, 2026**

**NU RIDE INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-38821**  
(Commission  
File Number)

**83-2533239**  
(IRS Employer  
Identification No.)

**1700 Broadway, 19th Floor**  
**New York, New York 10019**  
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(212) 202-2200**

**N/A**  
(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: None

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

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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## **Item 1.01 Entry into a Material Definitive Agreement.**

### ***Membership Interest Purchase Agreement***

On June 2, 2026 (the “Signing Date”), Affinity Advisory Holdings Corp., a Delaware corporation (the “Buyer”) and a wholly-owned subsidiary of Nu Ride Inc. (the “Company”), entered into a Membership Interest Purchase Agreement (the “Purchase Agreement”) with Affinity Advisory Network, LLC and AAN Wealth Advisors, LLC (together, “Affinity”), HIH M MFTG Trust and The Hall Companies Corporate Ohio Legacy Trust (the “Sellers”), and Robert Hall pursuant to which the Buyer agreed to acquire 100% of the issued and outstanding membership interests of Affinity from the Sellers. The aggregate consideration payable under the Purchase Agreement consists of (a) a cash payment at closing of \$6,720,000, subject to customary adjustments for working capital, cash, indebtedness, and transaction expenses; (b) 80,000 shares of Class A common stock of the Company (the “Class A Common Stock”, and such shares, the “Acquisition Shares”); and (c) shares of the Buyer’s common stock equal to 15% of the Buyer’s issued and outstanding shares immediately following the closing. The Sellers are also eligible to receive a contingent earnout payment of up to \$1,312,000 (plus accrued interest), payable in up to three annual installments of approximately \$437,333 each following the closing, subject to meeting certain insurance-writing thresholds. The Purchase Agreement contains customary pre-closing operating covenants, an exclusivity obligation, confidentiality and public announcement controls, and customary post-closing restrictive covenants applicable to the Sellers (including Robert Hall), including non-competition and non-solicitation, for a period of five years following the closing. Closing of the transaction is subject to customary conditions.

### ***Stockholders Agreement***

On the Signing Date, the Buyer, the Company and the Sellers also agreed to a Stockholders Agreement (the “Stockholders Agreement”) to be entered into at closing of the transaction, governing the ongoing governance and ownership of the Buyer following the closing of the acquisition. Under the Stockholders Agreement, the Buyer’s board of directors will initially be composed of four directors: three directors designated by the Company majority holders (one of which will initially include Alexander Matina) and one director designated by the Sellers (initially Robert Hall), for so long as the Sellers collectively hold at least the number of shares held as of the date of the Stockholders Agreement. Certain specified actions, including transactions that disproportionately and materially adversely affect the Sellers’ rights, non-arm’s-length transactions between the Buyer and the Company, and non pro rata Company share redemptions, require the affirmative vote of the Sellers’ board nominee, subject to a notice-and-response mechanism. The Stockholders Agreement also provides for transfer restrictions on Buyer shares customary for situations of this type, including (a) board consent for transfers other than to family members, (b) a right of first refusal in favor of the Company, (c) customary tag-along rights in favor of the minority holders and (d) drag-along rights in favor of the majority holders, subject to customary conditions in each case. The Stockholders Agreement also provides customary rights to the minority holders to put their shares to the Company in certain circumstances and customary rights of the majority holders to call the minority holder shares, in each case upon a repayment schedule.

### ***Employment Agreement***

On the Signing Date, the Buyer also entered into an Employment Agreement (the “Employment Agreement”) with Robert Hall, to become effective at the closing of the acquisition, pursuant to which Mr. Hall will serve as Chief Executive Officer of the Buyer, reporting to the board of directors of Buyer, for an initial three-year term that automatically renews for successive one-year periods unless either party provides timely written notice of non-renewal. Under the Employment Agreement, Mr. Hall is entitled to an annual base salary of \$125,000, an annual cash bonus targeted at 100% of base salary, an annual equity bonus equal to 0.5% of the Buyer’s equity (subject to performance goals established by the board and an ownership cap mechanism that may result in cash or Company stock being issued in lieu of excess Buyer equity), and an annual Company equity bonus of 10,000 shares of Class A common stock, in each case subject to the achievement of board-established performance goals. In the event Mr. Hall is terminated without cause or resigns for good reason, he is entitled to receive six months of continued base salary and a prorated equity bonus, conditioned upon his execution of a release of claims within the applicable timeframes. The Employment Agreement also includes customary restrictive covenants, including confidentiality obligations and non-competition and non-solicitation covenants that apply during the term of employment and for a period of twenty-four months following any termination of employment.

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The foregoing description of each of the Purchase Agreement, Stockholders Agreement and Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Purchase Agreement, Stockholders Agreement and Employment Agreement, respectively, which the Company expects to file as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2026.

On June 3, 2026, the Company issued a press release announcing the transaction. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

### **Item 3.02 Unregistered Sales of Equity Securities.**

The information in Item 1.01 regarding the issuance of the Acquisition Shares is hereby incorporated herein by reference.

The Acquisition Shares will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, and will be (as applicable) issued to the Sellers in a transaction exempt from registration under the Securities Act in reliance upon the exemption from registration provided by Section 4(a)(2) under the Securities Act and/or Regulation D promulgated thereunder. Accordingly, the Acquisition Shares constitute "restricted securities" within the meaning of Rule 144 under the Act.

### **Item 9.01 Financial Statements and Exhibits.**

99.1 [Press release, dated June 3, 2026.](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**SIGNATURES**

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

**NU RIDE INC.**

By: /s/ Alexander Matina

Name: Alexander Matina

Title: Chief Executive Officer

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Date: June 4, 2026

**NU RIDE ANNOUNCES AGREEMENT TO ACQUIRE  
MAJORITY STAKE IN AFFINITY ADVISORY NETWORK**

*Transaction results in the first independent Field Marketing Organization being part of a publicly traded company, with scalable, high-margin insurance and wealth management businesses*

NEW YORK, June 3, 2026 (PRNewswire) – Nu Ride Inc. (OTC: NRDE) (“Nu Ride” or the “Company”), today announced it has entered into a Membership Interest Purchase Agreement to acquire, through its newly formed subsidiary Affinity Advisory Holding Corp, the outstanding membership interests of Affinity Advisory Network, LLC and AAN Wealth Advisors, LLC (collectively, “Affinity”, and the “Transaction”).

Founded in 2013 and headquartered in Ohio, Affinity operates an integrated platform combining insurance distribution and registered investment advisory services. Affinity supports a nationwide network of agents and advisors serving clients across more than 700 cities throughout the United States. Affinity has developed proprietary advisor training systems, lead generation infrastructure and client relationship management tools designed to support scalable growth and recurring client engagement.

Affinity generated over \$3.5 million in revenue for the 12 months ended March 31, 2026 and the Company believes there will be multiple organic and inorganic growth opportunities over time.

Nu Ride CEO Alexander Matina commented, “We believe Affinity represents a highly attractive strategic acquisition for Nu Ride. The business has built a differentiated and scalable platform combining insurance distribution and wealth advisory capabilities with recurring agent and client relationships, strong operating margins and a highly scalable advisor network.”

Mr. Matina continued, “Affinity’s integrated platform, proprietary advisor training systems and national distribution footprint create a compelling foundation for continued growth. We believe the transaction provides Nu Ride with exposure to attractive long-term secular trends in retirement planning, wealth preservation and independent financial advisory services.”

Robert Hall, Founder and President of Affinity, stated, “We are excited to partner with Nu Ride and believe this transaction positions Affinity for its next phase of growth. Nu Ride provides strategic capital and long-term support and vision that we believe will help accelerate expansion of our advisor network, client relationships and integrated planning platform while maintaining the high-touch client service model that has defined our business.”

**Transaction Overview**

Under the terms of the transaction, Nu Ride will acquire Affinity for approximately \$9.6 million, consisting of \$6.72 million in cash, 80,000 shares of Nu Ride Class A common stock and future earnout payments of up to \$1.312 million. Robert Hall will also retain a 15% ownership interest, through Affinity Advisory Holding Corp., and will continue to lead Affinity following the closing. The transaction is expected to close in the third quarter of 2026, subject to customary closing conditions.

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Additional details regarding the transaction will be included in a Current Report on Form 8-K to be filed by Nu Ride with the Securities and Exchange Commission.

### **About Nu Ride**

Additional information about the Company is available on the Company's website ([www.nurideinc.com](http://www.nurideinc.com)) and in the Company's filings with the U.S. Securities and Exchange Commission, available at [www.sec.gov/edgar](http://www.sec.gov/edgar).

### **Forward-Looking Statements**

This press release contains forward-looking statements within the meaning of the federal securities laws. You can identify these statements by our use of the words "believes," "expects," "intends," "will," and similar expressions that do not relate to historical matters. All statements other than statements of historical fact are forward-looking statements. You should exercise caution in interpreting and relying on forward-looking statements because they involve known and unknown risks, uncertainties, and other factors, including the risk that the pending Transaction may not be consummated on the terms described in this press release or at all, or if consummated, the risks associated with the Company failing to realize the anticipated benefits of the Transaction, which are, in some cases, beyond the Company's control and could materially affect actual results, performance, or achievements. Other important risk factors that may affect the Company's business, results of operations and financial position are detailed from time to time in the Company's filings with the Securities and Exchange Commission. The Company does not undertake any obligation to update or revise any forward-looking statement, whether as a result of new information, future events, or otherwise, except as may be required by applicable law.

### **Investor Contact**

Please send inquiries to [inquiries@nurideinc.com](mailto:inquiries@nurideinc.com).

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