

**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

March 26, 2026
Date of Report (Date of earliest event reported)

STREAMEX CORP.
(Exact name of registrant as specified in its charter)

Delaware
(State
of incorporation)

001-38659
(Commission
File Number)

26-433375
(I.R.S. Employer
Identification Number)

2431 Aloma Avenue, Suite 243
Winter Park, Florida 32792
(Address of principal executive offices) (Zip code)

(203) 409-5444
(Registrant's telephone number, including area code)

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

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

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

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

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

On March 26, 2026, Henry McPhie, Chief Executive Officer, and Morgan Lekstrom, Executive Chairman (each, an "Insider"), of Streamex Corp. (the "Company") each entered into a Lock-Up Agreement (each, a "Lock-Up Agreement") with the Company.

Pursuant to the terms of each Lock-Up Agreement, each Insider has agreed that, for a period of one (1) year from the date of the Lock-Up Agreement (the "Restriction Period"), such Insider will not, directly or indirectly, offer, sell, contract to sell, hypothecate, pledge, or otherwise dispose of any shares of the Company's common stock, par value \$0.001 per share ("Common Stock"), or securities convertible, exchangeable, or exercisable into shares of Common Stock, beneficially owned, held, or hereafter acquired by such Insider. The Lock-Up Agreements permit certain limited exceptions to the transfer restrictions, including bona fide gifts, transfers to immediate family members or related trusts and entities, transfers by operation of law, and transfers of shares purchased in open market transactions after the date of the Lock-Up Agreement, in each case subject to certain conditions as set forth therein.

The foregoing description of the Lock-Up Agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the form of Lock-Up Agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 8.01 Other Events.

On March 27, 2026, the Company issued a press release to clarify and formally refute a series of third-party posts which referenced the purported expiration of certain lock-up agreements and to announce the Lock-Up Agreements.

A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit

Number	Description
10.1	Form of Lock-Up Agreement, dated March 26, 2026.
99.1	Press Release, dated March 27, 2026
104	Cover Page Interactive Data File (formatted as Inline XBRL)

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.

Date: March 27, 2026

By: */s/ Karl Henry McPhie*
Name: Karl Henry McPhie
Title: Chief Executive Officer

LOCK-UP AGREEMENT

March 26, 2026

Ladies and Gentlemen:

The undersigned irrevocably agrees with Streamex Corp. (the "Company") that, from the date hereof until the date that is the one (1) year anniversary of the date hereof (such period, the "Restriction Period") the undersigned will not offer, sell, contract to sell, hypothecate, pledge or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any Affiliate of the undersigned or any person in privity with the undersigned or any Affiliate of the undersigned), directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), with respect to, any shares of common stock, par value \$0.001 per share ("Common Stock"), of the Company or securities convertible, exchangeable or exercisable into, shares of Common Stock of the Company beneficially owned, held or hereafter acquired by the undersigned (the "Securities"). Beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act. For purposes hereof, "Affiliate" means with respect to any person, any other person that directly or indirectly controls, is controlled by, or is under common control with, such person (it being understood for purposes hereof that "control" of a person means the power directly or indirectly either to vote 10% or more of the stock having ordinary voting power for the election of directors of such person or direct or cause the direction of the management and policies of such person whether by contract or otherwise)

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer the Securities provided that (1) the Company receives a signed lock-up letter agreement (in the form of this Letter Agreement) for the balance of the Restriction Period from each donee, trustee, distributee, or transferee, as the case may be, prior to such transfer, (2) any such transfer shall not involve a disposition for value, (3) such transfer is not required to be reported with the Securities and Exchange Commission in accordance with the Exchange Act and no report of such transfer shall be made voluntarily, and (4) neither the undersigned nor any donee, trustee, distributee or transferee, as the case may be, otherwise voluntarily effects any public filing or report regarding such transfers, with respect to transfer:

- i) as a *bona fide* gift or gifts;
- ii) to any immediate family member or to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (for purposes of this Letter Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin);
- iii) to any corporation, partnership, limited liability company, or other business entity all of the equity holders of which consist of the undersigned and/or the immediate family of the undersigned;
- iv) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity (a) to another corporation, partnership, limited liability company, trust or other business entity that is an Affiliate of the undersigned or (b) in the form of a distribution to limited partners, limited liability company members or stockholders of the undersigned;

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- v) if the undersigned is a trust, to the beneficiary of such trust;
 - vi) by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or a member of the immediate family of the undersigned; or
 - vii) of securities purchased in open market transactions after the date hereof.

In addition, notwithstanding the foregoing, this Letter Agreement shall not restrict the delivery of shares of Common Stock to the undersigned upon (i) the exercise of any options granted under any employee benefit plan of the Company; provided that any shares of Common Stock or Securities acquired in connection with any such exercise will be subject to the restrictions set forth in this Letter Agreement, or (ii) the exercise of warrants; provided that such shares of Common Stock delivered to the undersigned in connection with such exercise are subject to the restrictions set forth in this Letter Agreement.

Furthermore, the undersigned may enter into any new plan established in compliance with Rule 10b5-1 of the Exchange Act; provided that (i) such plan may only be established if no public announcement or filing with the Securities and Exchange Commission, or other applicable regulatory authority, is made in connection with the establishment of such plan during the Restriction Period and (ii) no sale of shares of Common Stock are made pursuant to such plan during the Restriction Period.

The undersigned hereby represents that the undersigned has the power and authority to execute, deliver and perform this Letter Agreement, that the undersigned has received adequate consideration therefor and the undersigned will indirectly benefit from the matters contemplated by this Letter Agreement.

This Letter Agreement may not be amended or otherwise modified in any respect without the written consent of each of the Company and the undersigned. This Letter Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to the principles of conflict of laws. The undersigned hereby irrevocably submits to the exclusive jurisdiction of the United States District Court sitting in the Southern District of New York and the courts of the State of New York located in Manhattan, for the purposes of any suit, action or proceeding arising out of or relating to this Letter Agreement, and hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court, (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper. The undersigned hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by receiving a copy thereof sent to the Company at the address in effect for notices to it on the signature page attached hereto and agrees that such service shall constitute good and sufficient service of process and notice thereof. The undersigned hereby waives any right to a trial by jury. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

This Letter Agreement shall be binding on successors and assigns of the undersigned with respect to the Securities and any such successor or assign shall enter into a similar agreement for the benefit of the Company. This Letter Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

*** SIGNATURE PAGE FOLLOWS***

This Letter Agreement may be executed in two or more counterparts, all of which when taken together may be considered one and the same agreement.

Name:

Title:

Address for Notice:

By signing below, the Company agrees to enforce the restrictions on transfer set forth in this Letter Agreement.

STREAMEX CORP.

By: _____
Name:
Title:

Streamex Corp. Clarifies and Refutes Inaccurate Claims Regarding Lock-Up Agreements; Co-Founders Morgan Lekstrom & Henry McPhie Enter into Voluntary 1 Year Lock-Up Agreements

Winter Park, FL – March 27, 2026 – Streamex Corp. (“Streamex” or the “Company”) (NASDAQ: STEX) today issued a statement to clarify and formally refute a series of third-party posts attributed to S&P Capital IQ and displayed on MarketScreener on March 23, 2026, which referenced the purported expiration on March 24, 2026 of certain lock-up agreements.

The Company has determined that the information contained in these posts is materially inaccurate and misleading. Specifically, the referenced aggregate total of 89,833,535 shares of common stock allegedly subject to lock-up agreements and held by executive officers, directors, and certain other security holders in connection with the January 26, 2026 financing is incorrect. The Company confirms that none of its executive officers, directors, or other referenced security holders held warrants, options, preferred stock, or other securities subject to such lock-up agreements as described in the posts.

For clarity, certain directors and officers of the Company entered into customary 60-day lock-up agreements on January 22, 2026 in connection with the January 26, 2026 financing. The total number of shares subject to these lock-ups was 42,887,599 shares, consisting of 21,014,450 shares held by Co-Founder and Chief Executive Officer Henry McPhie and 20,707,421 shares held by Co-Founder and Executive Chairman Morgan Lekstrom. None of the individuals subject to these agreements held options, warrants, or Series C convertible preferred stock; accordingly, no such securities were subject to the lock-up agreements.

The January 26, 2026 financing was conducted as a confidentially marketed public offering. All shares issued in connection with this offering were freely tradable upon closing and were not subject to any lock-up restrictions.

Furthermore, on March 26, 2026, Morgan Lekstrom and Henry McPhie, as co-founders and the Company’s largest shareholders, voluntarily entered into new lock-up agreements (the “Lock-Up Parties”). Pursuant to these agreements, the Lock-Up Parties have agreed not to sell, transfer, or otherwise dispose of any shares of common stock of the Company, or securities convertible into, exchangeable for, or exercisable for common stock, for a period of one year from the date of the agreement without the prior written consent of the Company.

“Misinformation contained in recent third-party publications is false, and the Company refutes these statements,” said Morgan Lekstrom and Henry McPhie in a joint statement. “We believe the Company is well positioned, supported by significant capital on its balance sheet and the ongoing successful launch of GLDY with many near term catalysts expected in the pipeline. As co-founders and the Company’s largest shareholders, we are fully aligned with Streamex’s long-term vision and strategy. Our decision to enter into voluntary one-year lock-up agreements reflects our continued commitment to the Company and its shareholders.”

About Streamex Corp.

Streamex Corp. (NASDAQ: STEX) is a technology and infrastructure company focused on the tokenization and digitalization of commodity real-world assets. Streamex delivers institutional-grade solutions that bridge traditional finance and blockchain-enabled markets through secure, regulated, and yield-bearing financial instruments.

For more information, visit www.streamex.com.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding Streamex’s business strategy, future growth, product development, and liquidity initiatives. These statements are based on current expectations and assumptions that are subject to risks and uncertainties, many of which are beyond Streamex’s control, and actual results may differ materially. Factors that could cause such differences include, among others, market conditions, regulatory developments, and macroeconomic factors affecting digital asset markets. A discussion of these and other factors, including risks and uncertainties with respect to Streamex, is set forth in Streamex’s filings with the Securities and Exchange Commission, including its most recent Annual Report on Form 10-K, as may be supplemented or updated by Streamex’s Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, as well as discussions of potential risks, uncertainties, and other important factors included in other filings by Streamex from time to time. Streamex undertakes no obligation to update or revise any forward-looking statements except as required by applicable law.

Contacts

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