

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): **September 4, 2024**

XWELL, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

001-34785

(Commission File Number)

20-4988129

(IRS Employer Identification No.)

254 West 31st Street, 11th Floor, New York, New York

(Address of Principal Executive Offices)

10001

(Zip Code)

(212) 750-9595

(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	XWEL	The Nasdaq Stock Market

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 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

Transition and Severance Agreement with Scott R. Milford

On September 4, 2024, the Board of Directors (the “**Board**”) of XWELL, Inc. (the “**Company**”) approved a Transition and Severance Agreement (the “**Milford Transition Agreement**”), by and between the Company and Scott R. Milford, and effective as of the same date (the “**Effective Date**”). As of the Effective Date, Scott R. Milford’s employment as the Company’s President and Chief Executive Officer ceased; provided, however, that Mr. Milford shall continue to be employed by the Company as a consultant pursuant to the terms and conditions of the Milford Transition Agreement. In connection with the Milford Transition Agreement and Mr. Milford’s resignation as the Company’s President and Chief Executive Officer, Mr. Milford has also resigned from the Board, as well as the Board of Directors of XpresTest, Inc., Treat, Inc. and GCG Connect LLC, effective as of September 21, 2024. The Milford Transition Agreement shall terminate effective December 31, 2024, or earlier if terminated by the Company and pursuant to the terms and conditions therein (such period, the “**Transition Period**”). Additionally, pursuant to the terms of the Milford Transition Agreement, that certain Executive Employment Agreement, effective as of January 19, 2022, by and between Mr. Milford and the Company, terminated on September 4, 2024.

Pursuant to the terms of the Milford Transition Agreement, during the Transition Period, Mr. Milford shall report to the President and Chief Executive Officer of the Company and will perform certain transition services at a rate of \$31,250 per month, less applicable taxes and withholdings. Additionally, the Company has agreed to (i) pay to Mr. Milford \$425,000 in severance payments, less applicable taxes and withholdings and (ii) reimburse the portion of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, premiums paid by Mr. Milford for the continuation of health coverage under the Company’s group benefit plans, for up to 12 months and subject to certain exceptions.

The Milford Transition Agreement also provides for certain customary covenants regarding confidentiality and a release of claims. Mr. Milford’s resignation as the President and Chief Executive Officer of the Company was not the result of any disagreement regarding any matter relating to the Company’s operations, policies, or practices.

Executive Employment Agreement with Ezra T. Ernst

In connection with Mr. Milford’s resignation, on September 4, 2024, the Board approved an Executive Employment Agreement (the “**Ernst Employment Agreement**”), by and between the Company and Ezra T. Ernst, effective as of the Effective Date. As of the Effective Date, Mr. Ernst shall serve as the Company’s President and Chief Executive Officer. Effective as of September 21, 2024, Mr. Ernst shall also serve as a director of the Board, as well as a director of the Board of Directors of Treat, Inc. and GCG Connect LLC. The Ernst Employment Agreement supersedes and replaces any previous employment agreements between the Company and Mr. Ernst, including but not limited to, that certain Executive Employment Agreement, dated January 9, 2022, by and between Mr. Ernst and XpresSpa Group, Inc.

Pursuant to the terms of the Ernst Employment Agreement, Mr. Ernst shall be employed for a period of three years beginning on the Effective Date (the “**Initial Employment Period**”), which such period shall be automatically renewed for additional consecutive terms of one year each (each, a “**Renewal Period**” and together with the Initial Employment Period, the “**Employment Period**”), unless either Mr. Ernst or the Company provide a written notice of non-renewal at least 30 days prior to the end of the Initial Employment Period or the then-current Renewal Period, as applicable. The Company shall pay Mr. Ernst an annual base salary of \$425,000 (the “**Base Salary**”), less applicable taxes and deductions. Additionally, Mr. Ernst will be eligible to earn an annual bonus of up to 100% of the Base Salary, based upon the achievement of performance goals and metrics established by the Board at its sole discretion, which such bonus payment, if any, shall be split 50/50 between cash and a grant of restricted stock units with respect to the Company’s common stock, par value \$0.01 per share (the “**Common Stock**”). Additionally, following the Effective Date, Mr. Ernst shall be granted (A) stock options to purchase up to 30,000 shares of Common Stock at an exercise price of \$1.86 per share, with (i) 25% of the shares to vest on the grant date; (ii) 18.75% of shares to vest on December 31, 2024; (iii) 18.75% of the shares to vest on March 31, 2025; (iv) 18.75% of shares to vest on June 30, 2025; and (v) the remaining shares to vest on September 30, 2025, in each case rounded down for any fractional shares and (B) 30,000 restricted shares of Common Stock, which such shares shall vest in approximately equal installments on the first three anniversaries of the Effective Date, subject to Mr. Ernst’s continued employment with the Company.

Pursuant to the terms of the Ernst Employment Agreement, the Company may terminate the Ernst Employment Agreement and Mr. Ernst's employment thereunder for Cause or Good Reason (as such terms are defined in the Ernst Employment Agreement) at any time during the Employment Period and pursuant to the terms and conditions of the Ernst Employment Agreement, or without Cause or Good Reason at any time during the Employment Period and pursuant to the terms and conditions of the Ernst Employment Agreement.

Prior to his appointment as President and Chief Executive Officer of the Company, Mr. Ernst served as the Executive Vice President of the Company and Chief Executive Officer of the Company's subsidiary XpresTest, Inc. since the Company's January 2022 acquisition of GCG Connect LLC d/b/a HyperPointe. Mr. Ernst also has served as President and Chief Executive Officer of HyperPointe since March 2020. Prior to HyperPointe, Mr. Ernst previously served as Chief Executive Officer of Physicians Weekly, LLC, a provider of medical news and education for healthcare professionals, from August 2015 to March 2020, Chief Commercial Officer of Treato, a health-related data analytics company, from September 2013 to August 2015 and General Manager at WebMD Health Corp., an online publisher of health and medical news and information, from December 2008 to January 2013. Mr. Ernst received a Bachelor of Arts in English Literature from the University of Rhode Island.

There is no family relationship between Mr. Ernst and any director or executive officer of the Company. There are no transactions between Mr. Ernst and the Company that would be required to be reported under Item 404(a) of Regulation S-K of the Securities Exchange Act of 1934, as amended.

The foregoing is only a summary of the material terms of the Ernst Employment Agreement, the Milford Transition Agreement and does not purport to be complete. The foregoing summary is qualified in its entirety by reference to the complete text of the Ernst Severance Agreement and the Milford Transition Agreement, which are attached hereto as Exhibits 10.1 and 10.2, respectively, and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure

On September 5, 2024, the Company issued a press release announcing the change in the Company's management, attached hereto as Exhibit 99.1. The Company undertakes no obligation to update, supplement or amend the materials attached hereto.

The information in this Current Report on Form 8-K (including Exhibit 99.1 attached hereto) is being furnished pursuant to Item 7.01 and shall not be deemed to be filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), or otherwise be subject to the liabilities of that section, nor shall it be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date hereof and regardless of any general incorporation language in such filing.

Forward-Looking Statements

The press release includes forward-looking statements, which may be identified by words such as "believes," "expects," "anticipates," "estimates," "projects," "intends," "should," "seeks," "future," "continue," or the negative of such terms, or other comparable terminology. Forward-looking statements are statements that are not historical facts. Such forward-looking statements are subject to risks and uncertainties, which could cause actual results to differ materially from the forward-looking statements contained herein. The forward-looking statements in the press release constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. There are a number of important factors that could cause actual results or events to differ materially from those indicated by such forward-looking statements, including, but not limited to, the risks and uncertainties and other factors discussed from time to time in the Company's filings with the SEC, including the Company's Annual Report on Form 10-K, as amended, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and proxy statements, registration statement and other documents filed by the Company from time to time with the SEC. The Company expressly disclaims any obligation to publicly update any forward-looking statements contained herein, whether as a result of new information, future events or otherwise, except as required by law.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Executive Employment Agreement by and between XWELL, Inc. and Ezra T. Ernst, effective as of September 4, 2024
10.2	Transition and Severance Agreement, by and between XWELL, Inc. and Scott R. Milford, effective as of September 4, 2024
99.1	Press Release, dated September 5, 2024
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.

XWELL, Inc.

Date: September 5, 2024

By: /s/ Ezra T. Ernst

Name: Ezra T. Ernst

Title: President and Chief Executive Officer

EXECUTIVE EMPLOYMENT AGREEMENT

This **EXECUTIVE EMPLOYMENT AGREEMENT** (this “Agreement”) is made and entered into, at New York, New York, effective as of the 4th day of September, 2024 (the “Effective Date”), and is by and between Ezra T. Ernst, an individual residing at the address listed in the Company’s files (“Executive”), and XWELL, Inc., a Delaware corporation (f/k/a XpresSpa Group, Inc., a Delaware corporation) with principal offices located at 254 W 31st St, New York, NY 10001 (the “Company”).

WITNESSETH

WHEREAS, Executive is employed by XpresTest, Inc., a Delaware corporation (“XpresTest”), pursuant to an executive employment agreement dated January 9, 2022 (the “XpresTest Employment Agreement”) which, among other things, provides for payment of severance to Executive upon the termination by XpresTest of his employment with XpresTest;

WHEREAS, XpresTest is a subsidiary of the Company; and

WHEREAS, Executive desires to be employed by the Company as the President and Chief Executive Officer of the Company, including service as a member of the Board of Directors of the Company, as well as the Board of Directors of XpresTest, Inc., Treat, Inc., and GCG Connect LLC, under the terms set forth herein, and the Company wishes to employ Executive in such capacity.

NOW, THEREFORE, in consideration of the foregoing recital and the respective covenants and agreements of the parties contained in this document, the Company and Executive hereby agree as follows:

1. Employment and Duties.

(a) Subject to the terms of this Agreement, the Company agrees to hire and employ, and Executive agrees to serve, as the President and Chief Executive Officer of the Company. Effective as of September 21, 2024, Executive also agrees to serve as a member of the Company’s Board of Directors (the “Board”), as well as the Board of Directors of XpresTest, Inc., Treat, Inc., and GCG Connect LLC. The duties and responsibilities of Executive shall include the duties and responsibilities normally associated with such positions and such other executive officer duties and responsibilities as may be assigned from time to time. At all times during the Employment Period (as defined below), Executive shall report directly to the Board and shall provide services to the Company and any or all of its subsidiaries. Executive shall serve in a loyal, faithful and trustworthy manner, and shall comply with all of the policies of the Company and its subsidiaries, including, without limitation, such policies with respect to legal compliance, conflicts of interest, confidentiality, code of conduct and business ethics as are from time to time in effect (as the same may be amended or modified from time to time by the Board in its discretion).

(b) Executive shall devote substantially all of his working time and efforts during the Company’s normal business hours to the business and affairs of the Company and to the diligent and faithful performance of the duties and responsibilities duly assigned to him pursuant to this Agreement to the best of Executive’s abilities. Notwithstanding the foregoing, nothing herein shall preclude Executive from (i) performing services for such other companies as the Company may designate or permit at the Company’s discretion, (ii) serving, with the prior written consent of the Board, which consent shall not be unreasonably withheld, as an officer or member of the boards of directors or advisory boards (or their equivalents in the case of a non-corporate entity) of noncompeting businesses or charitable, educational or civic organizations, (iii) engaging in charitable activities and community affairs and (iv) managing Executive’s personal investments and affairs; provided, however, that the activities set out in clauses (i), (ii), (iii) and (iv) shall be limited by Executive so as not to materially interfere, individually or in the aggregate, with the performance of Executive’s duties and responsibilities hereunder.

2. Effective Date; Term; Termination of Prior Agreements and Waiver of Severance.

(a) This Agreement shall be effective as of the Effective Date.

(b) The Company hereby agrees to employ Executive, and Executive hereby accepts employment with the Company, upon the terms set forth in this Agreement, for the period commencing on the Effective Date and ending on the third (3rd) anniversary of the Effective Date (such period is the “Initial Employment Period”). This Initial Employment Period will be automatically renewed for additional consecutive terms of one (1) year each (each, a “Renewal Period” and together with the Initial Employment Period, the “Employment Period”) unless either Executive or the Company provide a written notice of non-renewal at least thirty (30) days prior to the end of the Initial Employment Period or the then-current Renewal Period, as applicable. For the avoidance of doubt, a non-renewal of this Agreement during the Initial Employment Period or any Renewal Period shall not constitute a termination by the Company without Cause (defined below) or a termination by Executive for Good Reason (defined below). Notwithstanding any other provision of this Agreement, Executive’s employment pursuant to this Agreement may be terminated at any time in accordance with Section 8 below.

(c) This Agreement supersedes and replaces any previous employment agreements between the Company and Executive, including, but not limited to, the XpresTest Employment Agreement (each, a “Prior Agreement”), each of which was either terminated previously under the terms of any Prior Agreement or is hereby terminated as of the Effective Date, as applicable. As a condition of employment with the Company pursuant to this Agreement, and in consideration thereof, Executive hereby waives and releases any right or claim that he might have to severance benefits in connection with the termination of the Prior Agreements.

3. Place of Employment. Executive’s services may be performed primarily remotely, at Executive’s home or other suitable location provided by Executive, but Executive will also be required to work at the Company’s office locations from time to time, including the Company’s main office located at 254 W 31st St, New York, NY 10001. The parties further acknowledge, however, that Executive may be required to travel in connection with the performance of his duties hereunder.

4. Compensation. For all services to be rendered by Executive pursuant to this Agreement, the Company agrees to pay Executive during the Employment Period an annual base salary, less applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions (the “Base Salary”) at an annual rate of four hundred twenty-five thousand dollars (\$425,000). During the Employment Period, the Board has the discretion to raise the Base Salary from time-to-time and shall reevaluate Executive’s Base Salary on at least an annual basis. The Base Salary shall be paid in equal biweekly installments in accordance with the Company’s regular payroll practices.

5. Bonuses and Incentive Compensation; Expenses.

(a) During the Employment Period, Executive will be eligible to participate in any annual bonus and other incentive compensation program that the Company may adopt from time to time for its executive officers. As of the Effective Date, Executive shall be eligible to receive the incentive compensation set forth on Exhibit A.

(b) To the extent that the Company is required pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act to develop and implement a policy (the "Policy") providing for the recovery from Executive of any payment of incentive based compensation (whether in cash or in equity) paid to Executive that was based upon erroneous data contained in an accounting statement, this Agreement shall be deemed amended and the Policy incorporated herein by reference as of the date that the Company takes all necessary corporate action to adopt the Policy, without requiring any further action of the Company or Executive, provided that any such Policy shall only be binding on Executive if the same Policy applies to the Company's other executive officers.

(c) Expenses. Executive shall be entitled to reimbursement for all reasonable and necessary travel, entertainment, and other expenses incurred by Executive while employed (in accordance with the policies and procedures established by the Company for its executive officers) in the performance of his duties and responsibilities under this Agreement; provided that Executive properly accounts for such expenses in accordance with Company policies and procedures. Executive shall be responsible for any unreasonable or unnecessary expenses incurred in violation of Company policies and procedures.

6. Other Benefits. During the Employment Period, Executive shall be eligible to participate in all incentive, savings, retirement (401(k)), and welfare benefit plans, health, medical, dental, vision, life (including accidental death and dismemberment) and disability insurance plans (collectively, to the extent they exist, "Benefit Plans"), in substantially the same manner and at substantially the same levels as the Company makes such opportunities available to the Company's executive officers, provided however, that the Company may not reduce the benefits provided to Executive under these Benefits Plans without Executive's written consent, unless such reduction is required by law. Executive shall also be entitled to coverage under such directors and officers, error and omissions, fiduciary liability and other similar insurance coverages, that the Company makes available to its directors and executives and shall enter into its/their standard indemnification agreement with Executive.

7. Vacation. The Company has an unlimited paid time off ("PTO") policy. PTO shall be taken at such times as are mutually convenient to Executive and the Company. PTO is not earned and does not accrue. Therefore, there will be no unused PTO to be paid upon termination of employment.

8. Termination of Employment.

(a) General. The Employment Period and Executive's employment hereunder shall terminate upon the earliest to occur of: (i) Executive's death, (ii) a termination by reason of Executive's Disability, (iii) a termination by the Company with or without Cause, (iv) a termination by Executive with or without Good Reason, or (v) the last day of the Employment Period. The parties agree that, upon the termination of Executive's employment (regardless of reason), Executive shall be deemed to have automatically resigned from all officer, director and other positions of any kind with the Company and any of their respective subsidiaries.

(b) Death. If Executive dies during the Employment Period, this Agreement and Executive's employment with the Company shall automatically terminate. The Company shall pay Executive's estate an amount equal to three (3) months of Executive's Base Salary in a lump sum payment (the "Death Benefit") and following payment of the Death Benefit, the Company shall have no further obligations to Executive or his heirs, administrators or executors with respect to compensation and benefits accruing thereafter, except for the obligation to pay to Executive's heirs, administrators or executors (i) any earned but unpaid Base Salary up to and through the date of termination (within fourteen (14) days following termination), (ii) any earned but unpaid Incentive Compensation under the terms set forth in Section 5, (iii) any and all reasonable expenses paid or incurred by Executive in connection with and related to the performance of his duties and responsibilities for the Company up to and through the date of termination, and (iv) any benefits provided under the Company's employee benefit plans pursuant to, and in accordance with, the terms of such plans through the date of termination (including, without limitation, any death benefit or disability benefit plans or programs) (collectively, the "Accrued Obligations") The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(c) Disability. In the event that during the Employment Period the Company determines that Executive is unable to perform his essential duties and responsibilities hereunder to the full extent required by the Company by reason of a Disability (as defined below), this Agreement and Executive's employment with the Company shall terminate immediately upon notice to Executive, and the Company shall have no further obligations or liability to Executive or his heirs, administrators or executors with respect to compensation and benefits accruing thereafter, except for the obligation to pay the Accrued Obligations. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions. For purposes of this Agreement, "Disability" shall mean a physical or mental disability that prevents the performance by Executive, with or without reasonable accommodation, of his essential duties and responsibilities hereunder for sixty (60) consecutive days, or an aggregate of one hundred and twenty (120) days during any twelve consecutive months, as determined consistent with applicable law, provided that the determination of Executive's physical or mental health and the date of the Disability shall be determined by a medical expert who will examine Executive as appointed by the Company in its discretion. Executive hereby consents to such examination and consultation regarding Executive's health and ability to perform as aforesaid.

(d) By the Company for Cause.

(i) At any time during the Employment Period, the Company may terminate this Agreement and Executive's employment hereunder for Cause. Such termination shall be effective immediately upon notice to Executive, subject to the provisions of this Section 8(d)(i) and Section 8(d)(iii). "Cause" as used in this Agreement (and with respect to any other arrangement (including, without limitation, any equity award agreement) with the Company or its affiliates) shall mean: (a) the willful and continued failure of Executive to perform his duties and responsibilities for the Company (other than any such failure resulting from Executive's death or Disability) or lawful directives of the Board related to Executive's duties pursuant to this Agreement, after a written demand by the Board for performance is delivered to Executive by the Company, which identifies with reasonable specificity the manner in which the Board believes that Executive has not performed his duties and responsibilities, which willful and continued failure is not cured by Executive within thirty (30) days of his receipt of such written demand; (b) the conviction of, or plea of guilty or *nolo contendere* to a felony; (c) gross negligence or willful misconduct in the performance of Executive's material duties; (d) breach of Section 9 of this Agreement, (e) an intentional or grossly negligent breach of the Mutual Non-Disclosure Agreement then in effect, the current form of which is annexed as **Exhibit B** (the "NDA") which results or could reasonably be expected to result in material harm to the Company or its subsidiaries; (f) a material violation of Company's or its subsidiaries' policies, which policies and procedures have previously been disclosed to Executive in writing; or (g) a good faith finding by the Board that Executive has engaged in (A) (1) fraud, or (2) gross negligence, in each case related to the Company, or (B) criminal misconduct which (1) constitutes a felony or a crime of moral turpitude or (2) results or could reasonably be expected to result in harm to the Company.

(ii) Upon termination of this Agreement for Cause, the Company shall have no further obligations or liability to Executive or his heirs, administrators or executors with respect to compensation and benefits thereafter, except for the obligation to pay Executive the Accrued Obligations. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(iii) It is expressly acknowledged and agreed that the decision as to whether "Cause" exists for termination of the employment relationship by the Company is delegated to the Board for determination. However, the termination of Executive's employment shall not be deemed to be for "Cause" unless and until (A) there shall have been delivered to Executive a written notice specifying with reasonable detail the basis for the proposed termination for "Cause," and (B) if has so requested by Executive in writing within seven (7) days of such notice, Executive shall have been provided a reasonable opportunity to address a physical or telephonic meeting of the Board with a quorum of at least two thirds (2/3) of the Board's members, and a majority of the Board at such meeting shall have determined that the matter forming the basis for "Cause" is not curable or, if curable, was not cured within the applicable cure period.

(e) By Executive for Good Reason.

(i) At any time during the Employment Period, subject to the conditions set forth in Section 8(e)(ii), below, Executive may terminate this Agreement and Executive's employment with the Company for Good Reason. "Good Reason" as used in this Agreement shall mean the occurrence of any of the following events: (a) without Executive's prior written consent, a material diminution of the duties, authorities or responsibilities of Executive (including as a member of the Board); (b) a material reduction in Executive's Base Salary; (c) the failure by the Company to pay all or any material portion of the Base Salary, any material bonus payable, or any material benefits payable to Executive as required under this Agreement; (d) a change in Executive's reporting relationship from that described in Section 1(a); or (e) any other action or inaction that constitutes a material breach by the Company of this Agreement.

(ii) Executive shall not be entitled to terminate this Agreement for Good Reason unless and until he shall have delivered written notice to the Company of his intention to terminate this Agreement and his employment with the Company for Good Reason, which notice must be provided within sixty (60) days following the initial occurrence (or following Executive's actual knowledge) of the grounds purporting to constitute Good Reason, and which specifies in reasonable detail the circumstances claimed to provide the basis for such termination for Good Reason pursuant to Section 8(e)(i) above, and the Company shall not have cured the circumstances constituting Good Reason within thirty (30) days of its receipt from Executive of such written notice. The Company shall retain the discretion to terminate the Employment Period at any time during the Good Reason notice period provided for in this Section 8(e)(ii).

(iii) In the event that Executive terminates this Agreement and his employment with the Company for Good Reason or the Company terminates this Agreement without Cause (each, a "Qualifying Termination"), the Company shall pay or provide to Executive (or, following his death, to Executive's heirs, administrators or executors):

(A) The Accrued Obligations through the date the Employment Period is terminated.

(B) (y) An amount of Base Salary (at the rate of Base Salary in effect immediately prior to Executive's termination hereunder) equal to 100% of Executive's Base Salary as of the date of the Qualifying Termination (the "Separation Payment"). The Company shall pay to Executive the Separation Payment in substantially equal installments pursuant to the Company's regular payroll practices over a period of twelve months, commencing on the Company's next regular payroll date following the date the Release (referenced in Section 8(i) below) becomes irrevocable and enforceable. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(C) Subject to Section 8(i) below, so long as Executive elects COBRA continuation coverage, has not become actually covered by the medical plan of a subsequent employer during any such month and otherwise remains eligible to receive COBRA continuation coverage, the Company will reimburse premiums paid by Executive with respect to COBRA continuation coverage for up to a maximum of twelve months following the date of Qualifying Termination. After such period, Executive shall be responsible for paying the full cost for any additional COBRA continuation coverage. If the Company's payment of the COBRA premiums on Executive's behalf would violate the nondiscrimination rules or cause the reimbursement of claims to be taxable under the Patient Protection and Affordable Care Act of 2010, together with the Health Care and Education Reconciliation Act of 2010 (collectively, the "Act") or Section 95(h) of the Internal Revenue Code of 1986, as amended (the "Code"), the Company paid premiums shall be treated as taxable payments and be subject to imputed income tax treatment to the extent necessary to eliminate any discriminatory treatment or taxation under the Act or Section 95(h) of the Code.

(f) By Executive without Good Reason. At any time during the Employment Period, Executive shall be entitled to terminate this Agreement and Executive's employment with the Company without Good Reason by providing prior written notice to the Company of at least sixty (60) calendar days, provided however that the Company shall maintain the discretion to terminate the Employment Period at any time during the notice period set forth in this Section 8(f). Upon termination by Executive of this Agreement and Executive's employment with the Company without Good Reason, the Company shall have no further obligations or liability to Executive or his heirs, administrators or executors with respect to compensation and benefits thereafter, except for the obligation to pay Executive the Accrued Obligations. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(g) By the Company without Cause. At any time during the Employment Period, the Company shall be entitled to terminate this Agreement and Executive's employment with the Company without Cause upon written notice to Executive which shall set forth a date of termination. Upon termination by the Company of this Agreement and Executive's employment with the Company without Cause, the Company shall pay or provide to Executive (or, following his death, to Executive's heirs, administrators or executors) the amounts and benefits due upon a resignation for Good Reason, as further described in Section 8(e)(iii), including the Separation Payment. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(h) Upon Expiration of the Employment Period. If Executive's employment terminates upon the expiration of the Employment Period set forth in Section 1, the Company shall have no further obligations or liability to Executive or his heirs, administrators or executors with respect to compensation and benefits thereafter, except for the obligation to pay Executive the Accrued Obligations.

(i) Release of Claims. It is agreed that an express condition of the payment or provision by the Company of any severance amount or post termination benefit called for under Section 8(e)(iii) and Section 8(g) of this Agreement (other than the payment of any Accrued Obligations) shall be subject to the Company's concurrent receipt of a general release of all claims in the form set forth on Exhibit C, which release must be effective, unrevoked and irrevocable prior to the ninetieth (90th) day following the termination of Executive's employment (the "Release").

(j) Section 409A. Notwithstanding any provision in this Agreement to the contrary:

(i) The payments and benefits provided under this Agreement are intended to be exempt from Section 409A of the Code (“Section 409A”) to the greatest extent possible; if not so exempt, this Agreement (and any definitions hereunder) are intended to comply with the requirements of Section 409A. Any amounts payable solely on account of Executive’s involuntary separation from service within the meaning of Section 409A shall be excludible from the requirements of Section 409A, either as involuntary separation pay (exempt from the provisions of Section 409A under Treas. Reg. Section 1.409A-1(b)(9)) or as short-term deferral amounts (as described in Treas. Reg. Section 1.409A-1(b)(4)), to the maximum possible extent. Deferrals of compensation subject to the restrictions set forth under Section 409A (hereinafter, “Non-Qualified Deferred Compensation”) may only be made to Executive pursuant to this Agreement upon an event and in a manner permitted by Section 409A.

(ii) For purposes of Section 409A, the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

(iii) All taxable reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with Section 409A including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during the period of time specified in this Agreement, (ii) the amount of expenses available for reimbursement, or the in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits provided, in any other calendar year, (iii) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(iv) To the extent required by Section 409A, and notwithstanding any other provision of this Agreement to the contrary, no payment of Non-Qualified Deferred Compensation will be provided to, or with respect to, Executive on account of his separation from service until the first to occur of (A) the date of Executive’s death or (B) the date which is one day after the six (6) month anniversary of his separation from service, but in either case only if he is a “specified employee” (as defined under Section 409A(a)(2)(B)(i) of the Code and the regulations promulgated thereunder) in the year of his separation from service. Any payment that is delayed pursuant to the provisions of the immediately preceding sentence shall instead be paid in a lump sum within thirty (30) days following the first to occur of the two dates specified in such immediately preceding sentence. Furthermore, any payments scheduled to be paid under Sections 8(e)(iii) or 8(g) during the applicable ninety (90) day period pending the effectiveness of the Release referenced therein and in Section 8(i), will be accumulated and paid, subject to the other provisions of this Section 8(j), on such ninetieth (90th) day or earlier following the effectiveness of such Release.

(v) Any payment of Non-Qualified Deferred Compensation made pursuant to a voluntary or involuntary termination of employment shall be withheld until Executive incurs both (A) such a termination of employment and (B) a “separation from service” with the Company and all of its affiliates, as such term is defined in Treas. Reg. Section 1.409A-1(h).

(vi) To the extent the Agreement provides that Non-Qualified Deferred Compensation can be paid or commenced during a certain period (e.g., sixty (60) days) following a permissible payment or commencement event or trigger, the date of such payment or payment commencement shall be determined by the Company in its sole discretion (and by disregarding any desire of Executive) and, if the payment or commencement period exceeds ninety (90) days and spans two taxable years of Executive, then such Non-Qualified Deferred Compensation shall be paid and/or commenced during the second of such taxable years.

(vii) The preceding provisions of this section of the Agreement shall not be construed as a representation, covenant or guarantee by the Company or by any officer, director or affiliate of the Company of any particular tax effect to Executive under this Agreement. Neither the Company nor any of its officers, directors or affiliates shall be liable to Executive for any tax, penalty or interest imposed under Section 409A nor for reporting (or for failing to report) in good faith any payment made under this Agreement as an amount includible in gross income under Section 409A. Neither the Company nor any of its officers, directors or affiliates will have any liability to Executive or any other party if a payment or benefit under this Agreement is challenged by any taxing authority or is ultimately determined not to be exempt or compliant. Executive further understands and agrees that Executive will be entirely responsible for any and all taxes on any benefits payable to Executive as a result of this Agreement. In no event shall Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable and/or benefits provided to Executive under this Agreement, and such amounts payable and/or benefits provided to Executive under this Agreement shall not be reduced because Executive obtains other employment, becomes self-employed and/or receives remuneration and/or benefits from a third party after the date of termination.

9. Covenant Not to Compete.

(a) Executive recognizes that the services to be performed by him hereunder are special, unique and extraordinary. The parties confirm that it is reasonably necessary for the protection of the Company that Executive agree, and accordingly, Executive does hereby agree, that, he shall not, directly or indirectly, at any time during the "Restricted Period" within the "Restricted Area" engage in any "Restricted Business Activity" (as those terms are defined in Sections 9(b), (c) and (d) below). In the event of any inconsistencies between the terms of this Agreement and the NDA, this Agreement shall control.

(b) The term "Restricted Business Activity" as used in this Section 9, means that Executive shall not, directly or indirectly:

(i) provide services, either on his own behalf or as an officer, director, partner, consultant, associate, employee, owner, agent, independent contractor, or coventurer of any third party that sells products or services that are directly competitive in airports with the core products or services sold by the Company or any of its subsidiaries during the Employment Period; or

(ii) solicit any material commercial relationships of the Company or any of its subsidiaries, other than in the furtherance of the business of the Company or any of its subsidiaries during the Employment Period;

provided however, that Restricted Business Activity shall not be construed to prevent and this Agreement shall not prevent Executive from (i) owning, directly or indirectly, in the aggregate, an amount not exceeding two percent (2%) of the issued and outstanding voting securities of any class of any company whose voting capital stock is traded or listed on a national securities exchange or in the over-the-counter market; or (ii) soliciting any material commercial relationships of the Company or any of its subsidiaries for the purpose of selling products or providing services that are not the same or substantially similar to the core products or services sold by the Company or any of its subsidiaries during the Employment Period.

(c) The term “Restricted Period,” as used in this Section 9, shall mean during the Employment Period and for six (6) months after the date Executive is no longer employed by the Company.

(d) The term “Restricted Area” as used in this Section 9 shall mean the United States of America and every country outside the United States of America where the Company or any of its subsidiaries is directly or indirectly operating or Executive is aware that the Company or any of its subsidiaries is planning to operate, is actively evaluating operating in such country in the future, or is involved in any negotiations, discussions or other actions relating to such plans, including but not limited to submitting or responding to a Request For Proposal (“RFP”); except for any country which the Company or any of its subsidiaries has abandoned such plans or has ceased, without any reason (such as waiting for responses from third parties), to pursue such plans or to respond to a RFP for a period exceeding sixty (60) days.

(e) If any of the restrictions contained in this Section 9 shall be deemed to be unenforceable by reason of the extent, duration or geographical scope thereof, or otherwise, then the court making such determination shall have the right to reduce such extent, duration, geographical scope, or other provisions hereof, and in its reduced form this Section shall then be enforceable in the manner contemplated hereby.

(f) The provisions of this Section 9 shall survive the termination of Executive’s employment hereunder and until the end of the Restricted Period.

10. Executive’s Representations. Executive hereby represents and warrants to the Company that (i) the execution, delivery and performance of this Agreement by Executive does not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Executive is a party or by which Executive is bound, (ii) Executive is not a party to or bound by any employment agreement, noncompete agreement, non-solicitation agreement, covenants agreement, or confidentiality agreement with any other person or entity, (iii) Executive shall not use any confidential information or trade secrets of any third party in connection with the performance of Executive’s duties hereunder and (iv) this Agreement constitutes the valid and binding obligation of Executive, enforceable against Executive in accordance with its terms. Executive hereby acknowledges and represents that Executive has had the opportunity to consult with independent legal counsel regarding Executive’s rights and obligations under this Agreement and that Executive fully understands the terms and conditions contained herein.

11. Dispute Resolution.

(a) In the event of a breach or anticipated breach of the Agreement by either Party, the non-breaching Party shall inform the breaching Party by letter of the suspected or anticipated breach. The breaching Party shall have ten (10) days to cure said breach, if curable. In the event the breach has not been cured within ten (10) days, if curable, then, except as otherwise provided in Section 13(a), the non-breaching Party shall pursue a remedy or remedies through final and binding arbitration to which Sections 11(b) and (c) below shall apply.

(b) Any dispute arising between the Parties under this Agreement or concerning Executive's employment or the termination of Executive's employment shall be submitted to final and binding arbitration before the American Arbitration Association ("AAA"). Such arbitration shall be conducted in New York, New York, and the arbitrator will apply New York law, including federal law as applied in New York courts. The arbitration shall be conducted in accordance with AAA Employment Arbitration Rules as modified herein. The arbitration shall be conducted by a single arbitrator and the award of the arbitrator shall be final and binding on the parties, and judgment on the award may be confirmed and entered in any state or federal court in the State and City of New York. The arbitration shall be conducted on a strictly confidential basis, and the Parties shall not disclose the existence of a claim, the nature of a claim, any documents, exhibits, or information exchanged or presented in connection with such a claim, or the result of any action (collectively, "Arbitration Materials") to any third party, with the sole exception of their respective legal counsel, who also shall be bound by these confidentiality terms. Nothing herein shall prevent either Party from seeking or obtaining an injunction in aid of arbitration, nor from confirming the award of the arbitrator in court.

(c) In the event of any court proceeding, including a court proceeding to challenge or enforce an arbitrator's award, the parties hereby consent to the exclusive jurisdiction of the state and federal courts in New York, New York and agree to venue in that jurisdiction. Each Party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by delivering a copy thereof to such Party in accordance with the notice provisions of Section 13(h) below. The Parties agree to take all steps necessary to protect the confidentiality of all confidential information, including the Arbitration Materials (if applicable), in connection with any such proceeding, agree to file all confidential information under seal, and agree to the entry of an appropriate protective order.

12. Defend Trade Secrets Act of 2016 Notice. In accordance with the federal Defend Trade Secrets Act of 2016 ("DTSA"), nothing in this Agreement is intended to interfere with or discourage Executive's good faith disclosure of a trade secret or other confidential information to any governmental entity related to a suspected violation of law. Notwithstanding anything to the contrary in this Agreement, the DTSA provides that Executive cannot be held criminally or civilly liable under any federal or state trade secret law (a) if Executive discloses a trade secret or other confidential information (i) in confidence (A) to any federal, state, or local government official, either directly or indirectly, or (B) an attorney, and solely for the purpose of reporting or investigating a suspected violation of the law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and does not disclose the trade secret, except pursuant to court order. Should Executive file a lawsuit for retaliation for reporting a suspected violation of law, he may disclose the trade secret to his attorney and use the trade secret information in the court proceeding, if Executive (y) files any document containing the trade secret under seal, and (z) does not disclose the trade secret, except pursuant to court order.

13. Miscellaneous.

(a) Executive acknowledges that the services to be rendered by him under the provisions of this Agreement are of a special, unique and extraordinary character and that it would be difficult or impossible to replace such services. Furthermore, the parties acknowledge that monetary damages alone would not be an adequate remedy for any breach by Executive of this Agreement. Accordingly, Executive agrees that any breach or threatened breach by him of this Agreement or the NDA shall entitle the Company, in addition to all other legal remedies available to it, to apply to any court of competent jurisdiction to seek to enjoin such breach or threatened breach. The parties understand and intend that each restriction agreed to by Executive hereinabove shall be construed as separable and divisible from every other restriction, that the unenforceability of any restriction shall not limit the enforceability, in whole or in part, of any other restriction, and that one or more or all of such restrictions may be enforced in whole or in part as the circumstances warrant. In the event that any restriction in this Agreement is more restrictive than permitted by law in the jurisdiction in which the Company seeks enforcement thereof, such restriction shall be limited to the extent permitted by law. The remedy of injunctive relief herein set forth shall be in addition to, and not in lieu of, any other rights or remedies that the Company may have at law or in equity.

(b) Executive may not assign or delegate any of his rights or duties under this Agreement without the express written consent of the Company. The Company will require any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company 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. As used in this Agreement, the "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this subsection (b) or which otherwise becomes bound by all of the terms and provisions of this Agreement by operation of law.

(c) This Agreement, together with the NDA and any indemnification agreement, equity plan, stock option agreement, restricted stock unit agreement or other stock agreement to which plaintiff is a party or otherwise subject to, constitutes and embodies the full and complete understanding and agreement of the parties with respect to Executive's employment by the Company, and supersedes all prior understandings and agreements, whether oral or written, between Executive and the Company, and shall not be amended, modified or changed except by an instrument in writing executed by the party to be charged. The invalidity or partial invalidity of one or more provisions of this Agreement shall not invalidate any other provision of this Agreement. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

(d) Executive acknowledges that he has had the opportunity to be represented by separate independent counsel in the negotiation of this Agreement, has consulted with his attorney of choice, or voluntarily chose not to do so, concerning the execution and meaning of this Agreement, and has read this Agreement and fully understands the terms hereof, and is executing the same of his own free will. Executive warrants and represents that he has had sufficient time to consider whether to enter into this Agreement and that he is relying solely on his own judgment and the advice of his own counsel, if any, in deciding to execute this Agreement.

(e) This Agreement shall inure to the benefit of, be binding upon and enforceable against, the parties hereto and their respective successors, heirs, beneficiaries and permitted assigns including, any successor of the Company including a purchaser of all or substantially all of Company's assets.

(f) If this Agreement or the Employment Period is terminated for any reason, the NDA and Sections 8, 9 and 11 shall survive termination of this Agreement.

(g) The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when personally delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or by reputable national overnight delivery service (e.g. FedEx) for overnight delivery to the party at the address set forth in the preamble to this Agreement, or to such other address as either party may hereafter give the other party notice of in accordance with the provisions hereof. Notices shall be deemed given on the sooner of the date actually received or the third business day after deposited in the mail or one business day after deposited with an overnight delivery service for overnight delivery.

(i) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without reference to principles of conflicts of laws.

(j) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument. The parties hereto have executed this Agreement as of the date set forth above.

(k) Each Party will pay its own costs and expenses related to the transactions contemplated by this Agreement.

*[Remainder of Page Intentionally Left Blank;
Signature Page Follows]*

IN WITNESS WHEREOF, Executive and the Company have caused this Executive Employment Agreement to be executed as of the date first above written.

COMPANY:

XWELL, INC.

By: /s/ Bruce Bernstein

Name: Bruce Bernstein

Title: Board Chairman

EXECUTIVE:

/s/ EZRA T. ERNST

EZRA T. ERNST

EXHIBIT A

INCENTIVE COMPENSATION

Bonus:

Executive will be eligible to earn an annual bonus, the target amount of which shall be up to one hundred percent (100%) of Base Salary, based upon the achievement of performance goals and metrics established by the Board at its sole discretion. Any bonus will be determined as soon as reasonably practicable after the Company's annual financial statements are finalized (such date of determination, the "Bonus Determination Date").

The bonus payment will be split 50/50 between cash and a grant of restricted stock units with respect to the Company's common stock (the "Bonus Stock Award"). The cash portion of the bonus will be paid in a lump sum as soon as reasonably practicable following the Bonus Determination Date. The number of shares of Company common stock subject to the Bonus Stock Award will be computed by dividing (x) the value of the bonus payment attributable to the Bonus Stock Award by (y) the closing market price of the Company's common stock on the Bonus Determination Date. The Bonus Stock Award will be subject to vesting based on Executive's continued service with the Company through the first anniversary of the Bonus Determination Date, and shall be subject to the terms and conditions of the Company's 2020 Equity Incentive Plan, as may be amended and/or restated from time to time.

Payment of the bonus will be subject to Executive's continued employment through the date that the cash bonus is paid or the Bonus Stock Award is granted, as applicable.

Equity Awards:

Following Executive's start date, it will be recommended to the Board that Executive be granted stock options with respect to 30,000 shares of the Company's common stock. The stock options will vest in accordance with the following vesting schedule, subject to Executive's continued service with the Company or its subsidiaries on each such applicable vesting date: (i) 25% of the shares (rounded down for any fractional shares) shall vest on the grant date; (ii) 18.75% of shares (rounded down for any fractional shares) shall vest on December 31, 2024; (iii) 18.75% of shares (rounded down for any fractional shares) shall vest on March 31, 2025; (iv) 18.75% of shares (rounded down for any fractional shares) shall vest on June 30, 2025; and (v) the remaining shares shall vest on September 30, 2025. All stock options will (i) have an exercise price equal to the fair market value of the Company's common stock on the grant date, consistent with the requirements for an exemption from the application of Section 409A of the Code, (ii) have a 10-year term, and (iii) be subject to the terms and conditions of the form of option agreement to be provided by the Company, including shortened exercise periods following a termination of service as provided in the form of option agreement.

In addition, it will be recommended to the Board that the Company issue 30,000 restricted shares of the Company's common stock (the "Company's Restricted Stock"). The Company's Restricted Stock will vest in approximately equal ratable installments on the first three anniversaries of Executive's start date, subject to Executive's continued service with the Company on each such vesting date. All shares of the Company's Restricted Stock will be subject to the terms and conditions of the Company's 2020 Equity Incentive Plan and the standard forms of award agreement thereunder.

However, notwithstanding any contrary term in the applicable equity incentive plan, all equity awards issued to Executive pursuant to this Agreement or otherwise shall become 100% vested, non-forfeitable, and (with respect to stock options) exercisable if, prior to the vesting date or period stated above, (i) a Change in Control of the Company (as defined in the Company's 2020 Equity Incentive Plan) occurs, subject to Executive's continued service through the closing of the applicable Change in Control or (ii) the Company terminates Executive without Cause, Executive terminates employment for Good Reason, or this Agreement expires without being renewed or novated.

EXHIBIT B

FORM OF NDA

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is entered into as of the last date on the signature page hereto (the “Effective Date”), by and among XWELL, Inc (the “Company”) and _____ (individually a “Party” and collectively the “Parties”). The Parties have entered this Agreement to disclose to one another certain information, which the Parties consider to be confidential, for use by each Party.

NOW, THEREFORE, the Parties agree as follows:

1. Confidential Information. The term “Confidential Information” shall mean all materials, trade secrets or other information, including, without limitation, proprietary information and materials regarding a Party’s technology, products, business information and objectives, financial information, forecasts, strategies, projections, licenses, agreements and analyses which the Disclosing Party provides to the Receiving Party, whether or not marked, designated, or otherwise identified as “confidential” or “proprietary.” The term Confidential Information shall not include information that: (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in breach of this Agreement; (ii) was already known by the Receiving Party or its Representatives (as hereinafter defined) prior to its receiving such information from the Disclosing Party; (iii) is received by or available to the Receiving Party or its Representatives on a non-confidential basis from a source other than the Disclosing Party that is not, to Receiving Party’s knowledge, prohibited from disclosing such information; (iv) is independently developed by the Receiving Party or its Representatives without reference to the Disclosing Party’s Confidential Information; or (v) is disclosed by the Disclosing Party to a third party without restriction.

2. Confidentiality. The Receiving Party shall not at any time during the term of this Agreement (i) use the Confidential Information for any purpose other than for the purposes of evaluating, discussing and/or negotiating a potential business relationship between the Parties and/or their affiliates or (ii) disclose the Confidential Information to any third party, except:

- a. with the prior written consent of the Disclosing Party;
- b. to any governmental or regulatory body having jurisdiction and specifically requiring such disclosure; provided however, that the Receiving Party provides reasonable advanced notice to the Disclosing Party (where permissible) and makes reasonable efforts to provide for the confidentiality of the disclosure;
- c. in response to a valid subpoena, discovery request, or as otherwise may be required by law, regulation or court order, subject (where permissible) to a protective order; provided however, to the extent permissible and commercially reasonable, that any production under a protective order would be protected under an “Outside Attorneys Eyes Only” or higher confidentiality designation; provided further that if the Disclosing Party files a motion seeking a protective order from a court against the disclosure of such documents or other information to a third party, and provides notice to the Receiving Party of such motion, the Receiving Party shall refrain from disclosing the subject documents and information pending an order from the court, unless it is otherwise required by the court to do so;

- d. in connection with the Securities and Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, and any other reports filed with the Securities and Exchange Commission or any stock exchange rule, or any other filings, reports or disclosures that may be required under applicable law, regulations or rules; or
 - e. to the Receiving Party's affiliates and its and their respective directors, officers, members, managers, employees, accountants, legal counsel, auditors, tax advisors, indemnitors, and other financial, legal and other professional advisors (collectively, "Representatives"), subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein.
3. No Further Business Obligations. The Parties agree that neither Party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein. Either Party may, at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party.
4. Securities Compliance. The Parties hereby acknowledge that the Confidential Information it receives pursuant to this Agreement may constitute material non-public information within the meaning of Regulation FD ("Regulation FD") promulgated by the United States Securities and Exchange Commission. The Parties hereby acknowledge that they are aware and that they will advise their representatives that the federal and state securities laws, including Regulation FD, may restrict any person who has material, non- public information about a company from purchasing or selling securities of such company (including entering into hedge transactions involving such securities) or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.
5. Term. This Agreement shall be effective as of the Effective Date and shall remain in effect until the earlier of (i) one (1) year from the Effective Date or (ii) a definitive agreement is entered into between the parties hereto which governs the treatment of the Confidential Information. Notwithstanding the foregoing, in the case of termination/expiration pursuant to clause (i) hereof, with respect to any and all trade secrets of the Disclosing Party, the Receiving Party's confidentiality obligations shall survive the expiration or termination of this Agreement for as long as such Confidential Information qualifies as a trade secret under applicable federal, state and/or local law.
6. No Representations or Warranties. The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Receiving Party under this Agreement. The Disclosing Party or its representatives shall not be liable to the Receiving Party or its representatives relating to or resulting from the Receiving Party's use of any of the Information or any errors therein or omissions therefrom.

7. Equitable Remedies. In the event of any actual or threatened breach by the Receiving Party of this Agreement, the Disclosing Party will be entitled to seek immediate injunctive and other equitable relief.
8. Return of Information. The Receiving Party will return or destroy all tangible material embodying Confidential Information at any such time as the Disclosing Party may so request. Notwithstanding the foregoing, Receiving Party (x) shall not be obligated to delete copies of emails or instant messages located on back-up tapes and similar storage mediums containing Confidential Information, (y) may retain copies of Confidential Information (i) to the extent required by the laws, rules and regulations of any governmental agency or self-regulatory organization to which the Receiving Party (or its affiliates) are subject, including without limitation, FINRA and the Securities and Exchange Commission, and/or (ii) in accordance with Receiving Party's established internal compliance or document retention policies, and (z) may keep notes of what Confidential Information was provided for the sole purpose of any dispute that may arise under this Agreement; provided, however, that any Confidential Information retained and/or disclosed shall be subject to the terms and conditions of this Agreement.
9. Notice. Any notices or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one (1) business day after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be as set forth on the signature page hereto, or to such other address and/or facsimile number /or to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date, recipient facsimile number and an image of the first page of such transmission or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively.
10. Choice of Law and Forum. This Agreement is made under, and shall be construed according to, the laws of the State of New York without regard to its conflicts of laws principles. Each party irrevocably consents to the exclusive jurisdiction of the federal and/or local courts located in the State of New York, County of New York in connection with any action regarding this Agreement.
11. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter contained herein and terminates and supersedes all prior or contemporaneous representations, promises, warranties, covenants, undertakings, discussions, negotiations, and agreements, whether written or oral, other than those expressly contained in this Agreement.
12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof. A facsimile or electronic copy of an executed counterpart shall be valid and have the same force and effect as an original.
13. Changes to the Agreement. This Agreement cannot be changed or terminated orally, and none of the terms hereof shall be deemed to be waived or modified except by an express agreement in writing signed by the party against whom such waiver or modification is sought to be enforced. Neither party shall assign or transfer any rights or obligations under this Agreement (including by operation of law) without the prior written consent of the other party. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable, in whole or in part, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as.

XWELL, INC.

By: _____

Name:

Title:

Address:

254 West 31st Street, 11th Floor
New York, NY 10001

Date: _____

Name of Individual: _____

By: _____

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail:

Date:

EXHIBIT C

FORM OF SEPARATION AGREEMENT RELEASE¹

1. **Termination of Employment.** My employment with XWELL, Inc. (the “Company”) terminated effective as of _____.
2. **Consideration.** I understand that in consideration for my execution of this Release (the “Release”), and my fulfillment of the promises made in the Employment Agreement between Company and me dated as of _____, 2024 (the “Employment Agreement”), the Company agrees to provide me with the compensation and benefits set forth in the Employment Agreement.
3. **Conditions Applying to Payment of Benefits.** I understand and agree that the compensation and benefits payable to me pursuant to Section 2 above are subject to my compliance with the terms and conditions set forth in this Separation Agreement and the Employment Agreement.
4. **General Release of Claims.** I hereby voluntarily release Company, and its subsidiaries, partners, affiliates, owners, agents, officers, directors, employees, successors and assigns, and all related persons, individually and in their official capacities (hereinafter collectively referred to as the “Released Parties”), of and from any and all claims, known and unknown, relating to my employment or cessation of employment that I, my heirs, executors, administrators, successors, and assigns, have or may have as of the date of execution of this Release, including, but not limited to, any alleged violation of any of (a) The National Labor Relations Act; Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code; Civil Rights Act of 1991; The Employee Retirement Income Security Act of 1974 (“ERISA”); The Age Discrimination in Employment Act of 1967; The Americans with Disabilities Act of 1990; The Fair Credit Reporting Act; The Fair Labor Standards Act; The Occupational Safety and Health Act; The Family and Medical Leave Act of 1993; Executive Order 11246; The New York Equal Pay Law; The New York Human Rights Law; The New York Civil Rights Law; The New York State Wage and Hour Laws; The New York Labor Law, The New York Executive Law, The New York Occupational Safety and Health Laws, The New York City Administrative Code, The New York City Human Rights Law, and the New York City Earned Safe and Sick Time Act; including any amendment, consolidation or re-enactment of any of the foregoing, or (b) any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; (c) any public policy, contract, tort, or common law; or (d) any claims for vacation, sick or personal leave, pay or payment pursuant to any practice, policy, handbook, or manual of Company; or any allegation for costs, fees or other expenses including attorneys’ fees and expert’s fees incurred in these matters. Notwithstanding the foregoing, the release set forth in this Section 4 shall not apply to any vested employee benefits accrued by me prior to the effective date of this Release under any compensation or benefit plans, programs and arrangements maintained by Company for the benefit of its employees and subject to ERISA.

¹ The Company reserves the right to modify this Release to the extent that the Company reasonably determines necessary or advisable to help ensure that this Release is enforceable to the fullest extent permissible under applicable law and to reflect the applicable payments.

5. No Existing Claims. I confirm that no claim, charge, or complaint against the Released Parties exists before any federal, state, or local court or administrative agency.

6. No Participation In Claims. I understand that if this Release were not signed, I would have the right to voluntarily assist other individuals in bringing claims against the Released Parties. I hereby waive that right and shall not provide any such assistance other than assistance in an investigation or proceeding conducted by an agency of the United States government.

7. Nonadmission of Wrongdoing. I agree that neither this Release nor the furnishing of the consideration for this Release shall be deemed or construed at any time for any purpose as an admission by the Released Parties of any liability or unlawful conduct of any kind.

8. Other Covenants.

(a) I shall abide by the provisions of the Mutual Non-Disclosure Agreement dated _____ (the “NDA”) the terms of which shall survive the signing of this Release. The term “Termination Date” as that term is used in the NDA shall be the date of this Release. Further, I agree that I will abide by any and all common law and/or statutory obligations relating to protection and non-disclosure of the Company’s trade secrets and/or confidential and proprietary documents and information.

(b) I agree that all non-public information relating in any way to this Release, including the terms and amount of financial consideration provided for in this Release, shall be held confidential by me and shall not be publicized or disclosed to any person (other than an immediate family member, legal counsel or financial advisor, provided that any such individual to whom disclosure is made agrees to be bound by these confidentiality obligations), business entity or government agency (except as mandated by state or federal law), except that nothing in this paragraph shall prohibit me from participating in an investigation with a state or federal agency if requested by the agency to do so;

(c) I will not make any statements that are professionally or personally disparaging about, or adverse to, the interests of the Released Parties including, but not limited to, any statements that disparage any person, service, finances, financial condition, capability or any other aspect of the business of the Company, and that I will not engage in any conduct which could reasonably be expected to harm professionally or personally the reputation of the Released Parties; and

(d) After the Separation Date, I will make myself reasonably available and cooperate with reasonable requests from the Company to help with requests for information concerning any business or legal matters (including, without limitation, testimony in any litigation matters) involving facts or events relating to the Company that may be within my knowledge.

9. Breach of Agreement. I agree that if I breach any of the promises set forth in this Release or if I challenge this Release, Company shall have the right to terminate the benefits payable under the Employment Agreement and to require me to return all monies paid by Company in consideration for my signing this Release.

10. Governing Law and Interpretation. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions. If any portion of this Release is declared to be unenforceable by a court of competent jurisdiction in any action in which I participate or join, I agree that all consideration paid to me under the Employment Agreement shall be offset against any monies that I may receive in connection with any such action.

11. Entire Agreement. I acknowledge that I have not relied on any representations, promises, or agreements of any kind made to me in connection with my decision to sign this Release, except for those set forth in the Employment Agreement.

12. Amendment. This Release may not be amended except by a written agreement signed by both parties which specifically refers to this Release.

13. Right to Revoke. I understand that I have the right to revoke this Release at any time during the seven (7) day period following the date on which I first sign the Release. If I want to revoke, I must make a revocation in writing which states: "I hereby revoke my Release." This written revocation must be received by [] of the Company before the end of the seven-day revocation period; otherwise, such revocation shall not be effective.

14. Waiver of Claims.

(a) In consideration of the terms of this Release and the monies paid by the Company, as described in Paragraph 1 of this Release (which I agree constitute consideration in addition to anything of value to which I am already entitled), I agree that this Release constitutes a knowing and voluntary waiver of all waivable rights or claims I may have against the Released Parties, or any of them, including, but not limited to, all rights or claims arising under the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"), including, but not limited to, all claims of age discrimination in employment and all claims of retaliation in violation of the ADEA.

(b) I understand that, by entering into this Release, I do not waive rights or claims that may arise after the date this Release is executed.

(c) I understand that this Release will not affect the rights and responsibilities of the U.S. Equal Employment Opportunity Commission ("EEOC") to enforce the ADEA, and further understand that this Release will not be used to justify interfering with my protected right to file a charge or participate in an investigation or proceeding conducted by the EEOC, the National Labor Relations Board, the Securities and Exchange Commission, the Occupational Safety and Health Administration, or any similar federal, state, or local agency. I knowingly and voluntarily waive all rights or claims (that arose prior to my execution of this Release) that I may have against the Released Parties, or any of them, to receive any benefit or remedial relief (including, but not limited to, reinstatement, back pay, front pay, damages, and attorneys' and experts' fees) as a consequence of any charge or complaint filed with the EEOC or any other agency, and of any litigation concerning any facts alleged in any such charge or complaint.

15. Effective Date. This Release shall not become effective or enforceable until the expiration of the 7-day revocation period described in Section 13 above.

I HAVE READ THIS AGREEMENT IN ITS ENTIRETY.

I UNDERSTAND THAT BY SIGNING THIS RELEASE, I SHALL BE GIVING UP IMPORTANT RIGHTS, AND SHALL BE WAIVING MY RIGHTS UNDER FEDERAL, STATE AND LOCAL LAW TO BRING ANY CLAIMS THAT I HAVE OR MIGHT HAVE AGAINST THE RELEASED PARTIES INCLUDING BUT NOT LIMITED TO THE ACTS, STATUTES, CODES, ORDINANCES, RULES AND LAWS SET FORTH IN THIS RELEASE, AND ANY OTHER CONSTITUTIONAL, STATUTORY COMMON LAW RIGHTS AND PRIVILEGES.

I UNDERSTAND THAT MY RIGHT TO RECEIVE SEPARATION PAYMENTS SET FORTH IN SECTION 8 OF THE EMPLOYMENT AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS RELEASE AND THAT I WOULD NOT RECEIVE SUCH BENEFITS BUT FOR MY EXECUTION OF THIS RELEASE.

I HAVE BEEN ADVISED IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS RELEASE. I HAVE HAD A REASONABLE OPPORTUNITY TO RETAIN AND CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE AND HAVE DONE SO.

I ALSO HAVE BEEN ADVISED IN WRITING BY COMPANY THAT I HAVE TWENTY-ONE (21) DAYS TO CONSIDER THIS RELEASE. I AGREE THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS SEPARATION AGREEMENT DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL TWENTY-ONE (21) DAY CONSIDERATION PERIOD.

I AGREE TO EVERYTHING CONTAINED IN THIS RELEASE AND AM SIGNING THIS RELEASE KNOWINGLY, VOLUNTARILY, AND FREE OF ANY DURESS.

IN WITNESS WHEREOF, I have executed this Release as of the date set forth below.

EZRA T. ERNST

Date: _____

TRANSITION AND SEVERANCE AGREEMENT

This Transition and Severance Agreement (“*Agreement*”) is made and entered into by and between XWELL, Inc., a Delaware corporation (f/k/a XpresSpa Group, Inc., a Delaware corporation) (the “*Company*”), and Scott R. Milford (the “*Executive*”), effective as of September 4, 2024 (the “*Effective Date*”). The Company and the Executive are referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

WHEREAS, the Executive has been employed by the Company as its President and Chief Executive Officer and has served as a member of the Company’s Board of Directors (the “*Board*”), as well as the Board of Directors of XpresTest, Inc., Treat, Inc., and GCG Connect LLC;

WHEREAS, the Executive and the Company entered into that certain Executive Employment Agreement, effective January 19, 2022 (the “*Employment Agreement*”), which, except for the Surviving Provisions set forth in Section 8 below, shall terminate on the Effective Date and the Executive shall also resign from the Board, as well as from the Board of Directors of XpresTest, Inc., Treat, Inc., and GCG Connect LLC effective September 21, 2024;

WHEREAS, the Company and the Executive believe it is appropriate and in their mutual best interests for the Executive to assist with the transition of the Executive’s duties and responsibilities beginning on the Effective Date and then for the Executive’s employment to terminate effective December 31, 2024 or earlier if terminated by the Company (the “*Separation Date*”);

WHEREAS, the Executive agrees to perform the transition services as set forth below from the Effective Date of this Agreement through the Separation Date (the “*Transition Period*”); and

WHEREAS, the Parties desire to set forth the Executive’s transition and severance benefits and obligations and to finally, fully and completely resolve all matters arising from or during the Executive’s employment and separation from employment, any benefits, bonuses and compensation connected with such employment.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. End of the Executive’s Employment and Transition.

(a) Separation Date. The Parties agree that on the Separation Date the Executive’s employment with the Company shall terminate. Further, the Executive’s resignation from the Board, as well as from the Board of Directors of XpresTest, Inc., Treat, Inc., and GCG Connect LLC, shall be effective on September 21, 2024. The Executive shall execute all documents and take such further steps as may be required to effectuate the Executive’s separation from the Company. The Executive shall not perform any work except as set forth in this Agreement, and shall not make any representations or execute any documents, or take any other actions, on behalf of the Company on or after the Separation Date.

(b) Transition Services and Fees. During the Transition Period, the Executive shall report to Mr. Ezra Ernst, President and Chief Executive Officer of the Company, and agrees to provide Transition Services (as defined herein) during regular business hours and to cooperate fully and provide additional assistance as requested by the Company and consistent with this Section 1(b). Specifically, the Executive agrees to: (i) fully inform the Company of all activities in which the Executive was involved prior to the Separation Date and of the status of any projects; (ii) transfer or otherwise make available to the Company to the extent possible, all of the Executive’s knowledge and experience regarding the Executive’s duties; (iii) accomplish a smooth transition of the Executive’s responsibilities and to cooperate with the Company through the Transition Period; and (iv) comply with this Agreement, and to act in good faith at all times in performing the services described in clauses (b)(i)-(iii) (collectively, the “*Transition Services*”). The Executive agrees to thoroughly and diligently perform those duties and actions which are necessary or appropriate to cause such orderly transition and to perform the Transition Services.

TRANSITION AND SEVERANCE AGREEMENT

2. Consideration

(a) Transition Fees. Prior to the Separation Date, and in consideration of the Transition Services, the Company shall pay the Executive at the rate of \$31,250 per month during the Transition Period (the "**Transition Fees**") which shall be paid in equal biweekly installments in accordance with the Company's regular payroll practices. For the avoidance of doubt, in the event the Executive is terminated by the Company prior to December 31, 2024, the Executive shall only receive Transition Fees through such termination date. The Company shall deduct, from all payments made under this Section 2(b), all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions. The Executive shall continue to receive the Executive's other benefits in accordance with the terms and conditions of the Company's benefit plans and programs, and the Executive's equity awards shall continue to vest in accordance with their terms and conditions through the Separation Date.

(b) Severance Benefits. Provided that the Executive (i) complies with this Agreement and the Surviving Provisions, (ii) does not revoke any portion of this Agreement under Section 12, (iii) is employed with the Company on the Separation Date, and (iv) executes the attached Exhibit A (the "**Second Release**") on (but not before) the Separation Date or within seven (7) days following the Separation Date and does not revoke any portion of it, in consideration of the Executive's execution of this Agreement and promises herein, including, without limitation, the release of claims against the Company (the "**Release**"), the Parties agree as follows:

(i) Severance Pay. The Company shall pay the Executive an amount equal to \$425,000 (the "**Severance Payment**"), payable in substantially equal installments pursuant to the Company's regular payroll practices over a period of 12 months, commencing on the Company's next regular payroll date following the date the Second Release becomes irrevocable and enforceable. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(ii) COBRA Reimbursement. Until the earlier of (i) 12-months following the Separation Date, or (ii) the date the Executive is eligible to receive healthcare coverage from another employer, the Company shall reimburse premiums paid by the Executive with respect to COBRA continuation coverage, minus lawful taxes and withholdings (the "**Benefit Continuation**"). Notwithstanding the foregoing, if the Company's payment of the COBRA premiums on the Executive's behalf would violate the nondiscrimination rules or cause the reimbursement of claims to be taxable under the Patient Protection and Affordable Care Act of 2010, together with the Health Care and Education Reconciliation Act of 2010 (collectively, the "**Act**") or Section 95(h) of the Internal Revenue Code of 1986, as amended (the "**Code**"), the Company paid premiums shall be treated as taxable payments and be subject to imputed income tax treatment to the extent necessary to eliminate any discriminatory treatment or taxation under the Act or Section 95(h) of the Code. The Executive will immediately notify the Company if the Executive becomes eligible to receive healthcare coverage from another employer, whether or not the Executive actually receives such coverage, or if the Executive is otherwise no longer eligible to receive COBRA continuation coverage.

The benefits set forth in this Section 2(b) are referred to herein as the “*Severance Benefits*.” The Company shall have no obligation to provide the Severance Benefits until the Executive has had the opportunity to consider this Agreement as described in Section 12 below, and the Executive has not revoked the Agreement in the timetable specified in Section 12. The Severance Benefits shall not be treated as compensation under the Company’s 401(k) plan or any other benefit or retirement plan. The Parties agree that the Severance Benefits are full and fair consideration between the Parties and that the Executive is not otherwise entitled to the Severance Benefits.

(c) In the event the Executive fails to timely execute this Agreement or revokes this Agreement in accordance with Section 12 below or Exhibit A, as applicable, the Executive will only receive the Executive’s Transition Fees through the Separation Date, any accrued but unused paid time off, and unreimbursed business expenses in accordance with the Company’s policies.

(d) Other than the compensation and payments provided for in this Agreement, the Executive shall not be entitled to any additional compensation, bonuses, vacation pay, PTO, payments, grants, options or benefits under any agreement or any benefit plan, equity, long term incentive plan, profit sharing, short term incentive plan, severance plan or bonus or any other incentive program established by the Company.

3. Release of Claims.

(a) Release of Claims by the Executive. In consideration of the promises of the Company provided herein, the consideration provided for in Section 2(b), and other consideration provided for in this Agreement, that being good and valuable consideration, the receipt, adequacy and sufficiency of which the Executive acknowledges, the Executive, on the Executive’s own behalf and on behalf of the Executive’s agents, administrators, representatives, executors, successors, heirs, devisees and assigns (collectively, the “*Executive Releasing Parties*”), hereby voluntarily release Company, and its subsidiaries, partners, affiliates, owners, agents, officers, directors, employees, successors and assigns, and all related persons, individually and in their official capacities (hereinafter collectively referred to as the “*Released Parties*”), of and from any and all claims, known and unknown, relating to the Executive’s employment or cessation of employment that the Executive and the Executive Releasing Parties, have or may have as of the date of execution of this Release, including, but not limited to, any alleged violation of any of (a) The National Labor Relations Act; Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code; Civil Rights Act of 1991; The Employee Retirement Income Security Act of 1974, as amended (“*ERISA*”); The Age Discrimination in Employment Act of 1967; The Americans with Disabilities Act of 1990; The Fair Credit Reporting Act; The Fair Labor Standards Act; The Occupational Safety and Health Act; The Family and Medical Leave Act of 1993; Executive Order 11246; The New York Equal Pay Law; The New York Human Rights Law; The New York Civil Rights Law; The New York State Wage and Hour Laws; The New York Labor Law, The New York Executive Law, The New York Occupational Safety and Health Laws, The New York City Administrative Code, The New York City Human Rights Law, and the New York City Earned Safe and Sick Time Act; including any amendment, consolidation or re-enactment of any of the foregoing, or (b) any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; (c) any public policy, contract, tort, or common law; or (d) any claims for vacation, sick or personal leave, pay or payment pursuant to any practice, policy, handbook, or manual of Company; or any allegation for costs, fees or other expenses including attorneys’ fees and expert’s fees incurred in these matters. Notwithstanding the foregoing, the Release set forth in this Section 3 shall not apply to any vested employee benefits accrued by me prior to the effective date of this Release under any compensation or benefit plans, programs and arrangements maintained by Company for the benefit of its employees and subject to ERISA.

(b) No Participation In Claims. The Executive understands that if this Release were not signed, the Executive would have the right to voluntarily assist other individuals in bringing claims against the Released Parties. The Executive hereby waives that right and shall not provide any such assistance other than assistance in an investigation or proceeding conducted by an agency of the United States government.

(c) Nonadmission of Wrongdoing. The Executive agrees that neither this Release nor the furnishing of the consideration for this Release shall be deemed or construed at any time for any purpose as an admission by the Released Parties of any liability or unlawful conduct of any kind.

4. Other Covenants.

(a) The Executive shall abide by the provisions of the Mutual Non-Disclosure Agreement the Executive signed as a condition of the Executive's employment (the "NDA") with the terms of which shall survive the signing of this Release. The term "Effective Date" as that term is used in the NDA shall be the date of this Release. Further, the Executive agrees that the Executive will abide by any and all common law and/or statutory obligations relating to protection and non-disclosure of the Company's trade secrets and/or confidential and proprietary documents and information.

(b) The Executive agrees that all non-public information relating in any way to this Release, including the terms and amount of financial consideration provided for in this Release, shall be held confidential by the Executive and shall not be publicized or disclosed to any person (other than an immediate family member, legal counsel or financial advisor, provided that any such individual to whom disclosure is made agrees to be bound by these confidentiality obligations), business entity or government agency (except as mandated by state or federal law), except that nothing in this paragraph shall prohibit the Executive from participating in an investigation with a state or federal agency if requested by the agency to do so.

(c) The Executive will not make any statements that are professionally or personally disparaging about, or adverse to, the interests of the Released Parties including, but not limited to, any statements that disparage any person, service, finances, financial condition, capability or any other aspect of the business of the Company, and that the Executive will not engage in any conduct which could reasonably be expected to harm professionally or personally the reputation of the Released Parties.

5. No Interference. Nothing in this Agreement is intended to interfere with a Party's right to report possible violations of federal, state or local law or regulation to any governmental or law enforcement agency or entity, or to make other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. The Parties acknowledge that nothing in this Agreement (a) is intended to interfere with a Party's right to file a claim or charge with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by, the Equal Employment Opportunity Commission (the "EEOC"), the Securities Exchange Commission ("SEC"), the National Labor Relations Board ("NLRB"), Occupational Safety and Health Administration, any state human rights commission, or any other government agency or entity charged with enforcement of any laws, (b) limits the Executive's right to challenge the validity of the waiver of claims under the ADEA, or (c) limits the Executive from exercising rights, if any, under Section 7 of the National Labor Relations Act to engage in protected, concerted activity with other employees. In making such disclosures, a Party need not seek prior authorization from the other Party, and is not required to notify the other Party of any such reports, disclosures or conduct. However, by executing this Agreement, the Executive hereby waives the right to recover any damages or benefits in any proceeding the Executive may bring before the EEOC, the NLRB, any state human rights commission, or any other government agency or entity or in any proceeding brought by the EEOC, NLRB any state human rights commission, or any other government agency or entity on the Executive's behalf with respect to any Claim released in this Agreement; *except for* any right the Executive may have to receive a payment or award from a government agency (and not the Company) for information provided to the government agency or otherwise where prohibited.

6. **Known Violations.** The Executive represents and warrants that the Executive is not aware of any illegal acts committed by or on behalf of the Company and agrees that, to the extent the Executive is aware of conduct by anyone while employed by or representing the Company that gives the Executive a belief, concern or suspicion that a violation of any state, federal or foreign law, regulation (particularly involving employment, securities (including, but not limited to, the Investment Advisors Act of 1940, Securities Act of 1933, and/or Securities Exchange Act of 1934), tax, and/or real property), or any policy of the Company, the Executive has reported such belief, concern or suspicion to the Company. If the Executive has not reported this information as of the date of this Agreement, the Executive agrees the Executive does not know of any such conduct. The Executive understands that the Company has a strict policy against retaliation for reporting such information, and the Executive has not withheld such information by reason of any concerns about retaliation. The Executive acknowledges and understands that nothing in this provision is intended to interfere with the Executive's right to engage in the conduct outlined in Section 5.

7. **Return of Information.** The Executive represents that prior to the Separation Date, the Executive shall have returned to the Company property, documents, and information as required by the NDA. Notwithstanding the foregoing, the Executive may retain the Executive's Company-provided laptop, iPad, and cellular phone after (i) removal of all Company information and programming; and (ii) the Company's review and inspection of such laptop, iPad, and cellular phone.

8. **Surviving Provisions.** The Executive and the Company agree that Section 9 (Covenant Not to Compete) and Section 11 (Dispute Resolution) of the Employment Agreement and the NDA (collectively, the "**Surviving Provisions**") shall survive the termination of the Executive's employment and shall remain in full force and effect as set forth in the Employment Agreement. The Executive reaffirms and agrees to honor and abide by the terms of the Surviving Provisions.

9. **Governing Law and Interpretation.** The Release shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions. If any portion of this Agreement is declared to be unenforceable by a court of competent jurisdiction in any action in which the Executive participates or joins, the Executive agrees that all consideration paid to the Executive under this Agreement shall be offset against any monies that the Executive may receive in connection with any such action.

10. **Severability.** Should any provision of this Agreement be declared or determined to be illegal or invalid by any government agency or court of competent jurisdiction, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected and such provisions shall remain in full force and effect. Upon any finding by any government agency or court of competent jurisdiction that Section 3 above is illegal or invalid, the Executive agrees to execute a valid and enforceable general release.

11. **Breach of Agreement.** The Executive agrees that if the Executive breaches any of the promises set forth in this Agreement or if the Executive challenges the Release, the Company shall have the right to terminate the benefits payable under this Agreement and to require the Executive to return all monies paid by the Company in consideration for the Executive's signing of the Release.

12. Knowing and Voluntary Waiver of Age Claims; Time for Consideration. The Executive, by the Executive's free and voluntary act of signing below, acknowledges that (a) the Executive has been given a period of 21 days ("**Review Period**") to consider whether to agree to the terms contained in this Agreement, (b) the Company is advising and has advised the Executive in writing (*i.e.*, through this Agreement) to consult with an attorney of the Executive's own choosing at the Executive's cost, regarding the effect of this Agreement, and the Executive has had a reasonable opportunity to do so, if so desired, (c) the Executive understands that this Agreement specifically releases and waives all rights and claims the Executive may have under the Age Discrimination in Employment Act ("**ADEA**") prior to the date on which the Executive signs this Agreement, (d) that the Executive is receiving valid consideration for this Agreement that is in addition to anything of value to which the Executive is otherwise entitled, and (d) the Executive understands the terms of this Agreement and knowingly and voluntarily agrees to all of the terms of this Agreement and intends to be legally bound thereby. The Executive further understands that this Release will not affect the rights and responsibilities of the EEOC to enforce the ADEA, and further understands that this Release will not be used to justify interfering with the Executive's protected right to file a charge or participate in an investigation or proceeding conducted by the EEOC, the NLRB, the SEC, OSHA, or any similar federal, state, or local agency.

The Parties agree that any changes to this Agreement, whether material or immaterial, will not restart the running of the Review Period. The Executive may execute this Agreement anytime during the Review Period. The Executive shall return the executed copy of this Agreement to the Company, ATTN: Chairman of the Board, XWELL, Inc., 254 W 31st St, New York, NY 10001; E-mail: bbernstein@xpresspa.com, before the end of the Review Period. If the Executive does not execute this Agreement before the expiration of the Review Period, then the Agreement is withdrawn without notice and the Company's offer to provide the benefits provided for in Section 2(b) will become null and void.

This Agreement will become effective, enforceable and irrevocable as to the Executive's release of any claims the Executive may have under the Age Discrimination in Employment Act on the eighth day after the date on which it is executed by the Executive ("**Age Release Date**"). During the seven-day period prior to the Age Release Date ("**Revocation Period**"), the Executive may revoke the Executive's agreement to release any claims the Executive may have under the Age Discrimination in Employment Act, and any amendments thereto, by indicating in writing to the Company, ATTN: Chairman of the Board, XWELL, Inc., 254 W 31st St, New York, NY 10001; E-mail: bbernstein@xpresspa.com the Executive's intention to revoke before the end of such ("**Revocation Period**"). If the Executive exercises the Executive's right to revoke hereunder, the Executive shall forfeit the Executive's right to receive the consideration provided for in Section 2(b) of this Agreement.

13. Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and estates. The Released Parties are third-party beneficiaries of this Agreement.

14. Entire Agreement. This Agreement, the Surviving Provisions, and Exhibit A (Second Release) constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof, and fully supersede all prior and contemporaneous negotiations, understandings, representations, writings, discussions and/or agreements between the Parties, whether oral or written, pertaining to or concerning the subject matter of this Agreement. No oral statements or other prior written material not specifically incorporated into this Agreement shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized, unless incorporated into this Agreement by written amendment, such amendment to become effective on the date stipulated in it. Any amendment to this Agreement must be signed by all Parties to this Agreement.

15. Section 409A. The Company intends that all of the transition benefits provided to the Executive as described in this Agreement will either comply with or be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "**IRC**"). However, nothing contained in this Agreement shall be construed as a representation, guarantee or other undertaking on the part of the Company that the transition benefits are, or will be found to be, exempt from or compliant with the requirements of Section 409A of the IRC. The Executive is solely responsible for determining the tax consequences to the Executive of any and all payments made pursuant to this Agreement, including, without limitation, any possible tax consequences under Section 409A of the IRC.

16. **Counterparts.** This Agreement may be executed by the Parties in multiple counterparts, whether or not all signatories appear on these counterparts (including via electronic signatures and exchange of PDF documents via email), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

By executing this Agreement, the Executive acknowledges that: (i) the Executive has considered the terms of this Agreement; (ii) the Executive has been advised to consult with an attorney prior to executing this Agreement and, in fact, have consulted with an attorney before executing this Agreement or intentionally elected not to do so; (iii) the Executive has read this Agreement and fully understand its terms and their import; (iv) except as provided for in this Agreement, the Executive has no contractual right or claim to the benefits described herein; (v) the consideration provided for herein is good and valuable; and (vi) the Executive is entering into this Agreement voluntarily, deliberately of the Executive's own free will, with all the information needed to make an informed decision to enter this Agreement, and without any coercion, undue influence, threat, or intimidation of any kind or type whatsoever.

ACCEPTED AND AGREED TO BY:

THE EXECUTIVE

By: /s/ Scott R. Milford

Name: Scott R. Milford

Date: 9/4/24

XWELL, INC.

By: /s/ Bruce Bernstein

Name: Bruce Bernstein

Title: Chairman

Date: 9/4/24

EXHIBIT A

FORM OF WAIVER AND RELEASE OF CLAIMS

This Release of Claims (“**Release**”) is made and entered into by and between XWELL, Inc., a Delaware corporation (f/k/a XpresSpa Group, Inc., a Delaware corporation) (the “**Company**”), and Scott R. Milford (the “**Consultant**”) effective as of the date it is signed by both Parties (the “**Effective Date**”). Terms used in this Release with initial capital letters that are not otherwise defined herein shall have the meanings ascribed to such terms in the Transition and Severance Agreement effective September 4, 2024 by and between the Company and the Consultant (the “**Agreement**”). The Company and the Consultant are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the Consultant and the Company are parties to the Agreement; and

WHEREAS, Section 2(b) of the Agreement provides that the Consultant is entitled to certain payments and benefits if the Consultant signs a release of claims agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Release of Claims.

(a) Release of Claims by the Consultant. In consideration of the promises of the Company provided herein, the consideration provided for in Section 2(b) of the Agreement, and other consideration provided for in this Agreement, that being good and valuable consideration, the receipt, adequacy and sufficiency of which the Consultant acknowledges, the Consultant, on the Consultant’s own behalf and on behalf of the Consultant’s agents, administrators, representatives, executors, successors, heirs, devisees and assigns (collectively, the “**Consultant Releasing Parties**”), hereby voluntarily release Company, and its subsidiaries, partners, affiliates, owners, agents, officers, directors, employees, successors and assigns, and all related persons, individually and in their official capacities (hereinafter collectively referred to as the “**Released Parties**”), of and from any and all claims, known and unknown, relating to the Consultant’s employment or cessation of employment that the Consultant and the Consultant Releasing Parties, have or may have as of the date of execution of this Release, including, but not limited to, any alleged violation of any of (a) The National Labor Relations Act; Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code; Civil Rights Act of 1991; The Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”); The Age Discrimination in Employment Act of 1967; The Americans with Disabilities Act of 1990; The Fair Credit Reporting Act; The Fair Labor Standards Act; The Occupational Safety and Health Act; The Family and Medical Leave Act of 1993; Executive Order 11246; The New York Equal Pay Law; The New York Human Rights Law; The New York Civil Rights Law; The New York State Wage and Hour Laws; The New York Labor Law, The New York Executive Law, The New York Occupational Safety and Health Laws, The New York City Administrative Code, The New York City Human Rights Law, and the New York City Earned Safe and Sick Time Act; including any amendment, consolidation or re-enactment of any of the foregoing, or (b) any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; (c) any public policy, contract, tort, or common law; or (d) any claims for vacation, sick or personal leave, pay or payment pursuant to any practice, policy, handbook, or manual of Company; or any allegation for costs, fees or other expenses including attorneys’ fees and expert’s fees incurred in these matters. Notwithstanding the foregoing, the release set forth in this Section 1 shall not apply to any vested employee benefits accrued by me prior to the effective date of this Release under any compensation or benefit plans, programs and arrangements maintained by Company for the benefit of its employees and subject to ERISA.

(b) No Participation In Claims. The Consultant understands that if this Release were not signed, the Consultant would have the right to voluntarily assist other individuals in bringing claims against the Released Parties. The Consultant hereby waives that right and shall not provide any such assistance other than assistance in an investigation or proceeding conducted by an agency of the United States government.

(c) Nonadmission of Wrongdoing. The Consultant agrees that neither this Release nor the furnishing of the consideration for this Release shall be deemed or construed at any time for any purpose as an admission by the Released Parties of any liability or unlawful conduct of any kind.

2. Other Covenants.

(a) The Consultant shall abide by the provisions of the Mutual Non-Disclosure Agreement the Consultant signed as a condition of the Consultant's employment (the "NDA") with the terms of which shall survive the signing of this Release. The term "Effective Date" as that term is used in the NDA shall be the date of this Release. Further, the Consultant agrees that the Consultant will abide by any and all common law and/or statutory obligations relating to protection and non-disclosure of the Company's trade secrets and/or confidential and proprietary documents and information.

(b) The Consultant agrees that all non-public information relating in any way to this Release, including the terms and amount of financial consideration provided for in this Release, shall be held confidential by the Consultant and shall not be publicized or disclosed to any person (other than an immediate family member, legal counsel or financial advisor, provided that any such individual to whom disclosure is made agrees to be bound by these confidentiality obligations), business entity or government agency (except as mandated by state or federal law), except that nothing in this paragraph shall prohibit the Consultant from participating in an investigation with a state or federal agency if requested by the agency to do so.

(c) The Consultant will not make any statements that are professionally or personally disparaging about, or adverse to, the interests of the Released Parties including, but not limited to, any statements that disparage any person, service, finances, financial condition, capability or any other aspect of the business of the Company, and that the Consultant will not engage in any conduct which could reasonably be expected to harm professionally or personally the reputation of the Released Parties.

3. No Interference. Nothing in this Agreement is intended to interfere with a Party's right to report possible violations of federal, state or local law or regulation to any governmental or law enforcement agency or entity, or to make other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. The Parties acknowledge that nothing in this Agreement (a) is intended to interfere with a Party's right to file a claim or charge with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by, the Equal Employment Opportunity Commission (the "EEOC"), the Securities Exchange Commission ("SEC"), the National Labor Relations Board ("NLRB"), Occupational Safety and Health Administration, any state human rights commission, or any other government agency or entity charged with enforcement of any laws, (b) limits the Consultant's right to challenge the validity of the waiver of claims under the ADEA, or (c) limits the Consultant from exercising rights, if any, under Section 7 of the National Labor Relations Act to engage in protected, concerted activity with other employees. In making such disclosures, a Party need not seek prior authorization from the other Party, and is not required to notify the other Party of any such reports, disclosures or conduct. However, by executing this Agreement, the Consultant hereby waives the right to recover any damages or benefits in any proceeding the Consultant may bring before the EEOC, the NLRB, any state human rights commission, or any other government agency or entity or in any proceeding brought by the EEOC, NLRB any state human rights commission, or any other government agency or entity on the Consultant's behalf with respect to any Claim released in this Agreement; *except for* any right the Consultant may have to receive a payment or award from a government agency (and not the Company) for information provided to the government agency or otherwise where prohibited.

4. **Known Violations.** The Consultant represents and warrants that the Consultant is not aware of any illegal acts committed by or on behalf of the Company and agrees that, to the extent the Consultant is aware of conduct by anyone while employed by or representing the Company that gives the Consultant a belief, concern or suspicion that a violation of any state, federal or foreign law, regulation (particularly involving employment, securities (including, but not limited to, the Investment Advisors Act of 1940, Securities Act of 1933, and/or Securities Exchange Act of 1934), tax, and/or real property), or any policy of the Company, the Consultant has reported such belief, concern or suspicion to the Company. If the Consultant has not reported this information as of the date of this Agreement, the Consultant agrees the Consultant does not know of any such conduct. The Consultant understands that the Company has a strict policy against retaliation for reporting such information, and the Consultant has not withheld such information by reason of any concerns about retaliation. The Consultant acknowledges and understands that nothing in this provision is intended to interfere with the Consultant's right to engage in the conduct outlined in Section 3.

5. **Return of Information.** The Consultant represents that prior to the Separation Date, the Consultant shall have returned to the Company property, documents, and information as required by the NDA. Notwithstanding the foregoing, the Consultant may retain the Consultant's Company-provided laptop, iPad, and cellular phone after (i) removal of all Company information and programming; and (ii) the Company's review and inspection of such laptop, iPad, and cellular phone.

6. **Surviving Provisions.** The Consultant and the Company agree that Section 9 (Covenant Not to Compete) and Section 11 (Dispute Resolution) of that certain Executive Employment Agreement, effective January 19, 2022 (the "**Employment Agreement**") and the Mutual Non-Disclosure Agreement (collectively, the "**Surviving Provisions**") shall survive the termination of the Consultant's employment and shall remain in full force and effect as set forth in the Employment Agreement. The Consultant reaffirms and agrees to honor and abide by the terms of the Surviving Provisions.

7. **Governing Law and Interpretation.** This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions. If any portion of this Agreement is declared to be unenforceable by a court of competent jurisdiction in any action in which the Consultant participates or joins, the Consultant agrees that all consideration paid to the Consultant under this Agreement shall be offset against any monies that the Consultant may receive in connection with any such action.

8. **Severability.** Should any provision of this Agreement be declared or determined to be illegal or invalid by any government agency or court of competent jurisdiction, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected and such provisions shall remain in full force and effect. Upon any finding by any government agency or court of competent jurisdiction that Section 1 above is illegal or invalid, the Consultant agrees to execute a valid and enforceable general release.

9. Knowing and Voluntary Waiver of Age Claims; Time for Consideration. The Consultant, by the Consultant's free and voluntary act of signing below, acknowledges that (a) the Consultant has been given a period of 21 days ("**Review Period**") to consider whether to agree to the terms contained in this Agreement, (b) the Company is advising and has advised the Consultant in writing (*i.e.*, through this Agreement) to consult with an attorney of the Consultant's own choosing at the Consultant's cost, regarding the effect of this Agreement, and the Consultant has had a reasonable opportunity to do so, if so desired, (c) the Consultant understands that this Agreement specifically releases and waives all rights and claims the Consultant may have under the Age Discrimination in Employment Act ("**ADEA**") prior to the date on which the Consultant signs this Agreement, (d) that the Consultant is receiving valid consideration for this Agreement that is in addition to anything of value to which the Consultant is otherwise entitled, and (e) the Consultant understands the terms of this Agreement and knowingly and voluntarily agrees to all of the terms of this Agreement and intends to be legally bound thereby. The Consultant further understands that this Release will not affect the rights and responsibilities of the EEOC to enforce the ADEA, and further understands that this Release will not be used to justify interfering with the Consultant's protected right to file a charge or participate in an investigation or proceeding conducted by the EEOC, the NLRB, the SEC, OSHA, or any similar federal, state, or local agency.

The Parties agree that any changes to this Agreement, whether material or immaterial, will not restart the running of the Review Period. The Consultant may execute this Agreement anytime during the Review Period. The Consultant shall return the executed copy of this Agreement to the Company, ATTN: Chairman of the Board, XWELL, Inc., 254 W 31st St, New York, NY 10001; E-mail: bbernstein@xpresspa.com, before the end of the Review Period. If the Consultant does not execute this Agreement before the expiration of the Review Period, then the Agreement is withdrawn without notice and the Company's offer to provide the benefits provided for in Section 2(b) will become null and void.

This Agreement will become effective, enforceable and irrevocable as to the Consultant's release of any claims the Consultant may have under the Age Discrimination in Employment Act on the eighth day after the date on which it is executed by the Consultant ("**Age Release Date**"). During the seven-day period prior to the Age Release Date ("**Revocation Period**"), the Consultant may revoke the Consultant's agreement to release any claims the Consultant may have under the Age Discrimination in Employment Act, and any amendments thereto, by indicating in writing to the Company, ATTN: Chairman of the Board, XWELL, Inc., 254 W 31st St, New York, NY 10001; E-mail: bbernstein@xpresspa.com the Consultant's intention to revoke before the end of such ("**Revocation Period**"). If the Consultant exercises the Consultant's right to revoke hereunder, the Consultant shall forfeit the Consultant's right to receive the consideration provided for in Section 2(b) of the Agreement.

10. Counterparts. This Agreement may be executed by the Parties in multiple counterparts, whether or not all signatories appear on these counterparts (including via electronic signatures and exchange of PDF documents via email), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

By executing this Agreement, the Consultant acknowledges that: (i) the Consultant has considered the terms of this Agreement; (ii) the Consultant has been advised to consult with an attorney prior to executing this Agreement and, in fact, have consulted with an attorney before executing this Agreement or intentionally elected not to do so; (iii) the Consultant has read this Agreement and fully understand its terms and their import; (iv) except as provided for in this Agreement, the Consultant has no contractual right or claim to the benefits described herein; (v) the consideration provided for herein is good and valuable; and (vi) the Consultant is entering into this Agreement voluntarily, deliberately of the Consultant's own free will, with all the information needed to make an informed decision to enter this Agreement, and without any coercion, undue influence, threat, or intimidation of any kind or type whatsoever.

ACCEPTED AND AGREED TO BY:

THE CONSULTANT

By: _____

Name: Scott R. Milford

Date: _____

XWELL, INC.

By: _____

Name: Bruce Bernstein

Title: Chairman

Date: _____



XWELL Appoints Ezra Ernst as New President and Chief Executive Officer

Strategic leadership change will drive further growth and expansion among core business units

NEW YORK, NY (September 5, 2024) – XWELL, Inc. (Nasdaq: XWEL) (“XWELL” or the “Company”), an authority in wellness solutions for people on the go, today announced the appoint of Ezra T. Ernst as Chief Executive Officer. Ernst succeeds Scott Milford, who will serve in a consultative role through the end of 2024.

“Ezra brings the combination of operational and strategic excellence to the position, while also having a deep understanding of the company, the industry and key partners,” said XWELL Chairman of the Board, Bruce Bernstein. “This strategic leadership change will propel XWELL forward in its next phase. I trust that Ezra will deliver purpose-driven growth for XWELL through continued innovation and expansion, and ultimately returning the company to profitability. We appreciate Scott’s hard work transforming the company into what it is today.”

Ernst has a strong track record with more than 30 years of experience driving revenue, developing strategic partnerships and cultivating operational excellence. Most recently he served as CEO of XWELL brands XpresCheck® and HyperPointe™ since January 2022 and March 2020, respectively.

Ernst has successfully increased revenue and reputational awareness through his leadership of XpresCheck where he developed the Traveler-based Genomic Surveillance (TGS) program with the Centers for Disease Control and Prevention (CDC). The TGS program has expanded from a small pilot program leveraging XpresCheck’s leading COVID-19 testing program and HyperPointe’s marketing expertise to a more permanent part of the United States’ biosecurity infrastructure.

“I am excited for the opportunity to lead XWELL in the next chapter of its evolution,” said Ernst. “We are positioned for growth across our brands, and I am very confident in our people to carry through the vision and strategy we have developed.”

Ernst will build on the framework Milford created for the Company’s long-term success including XWELL’s out of airport strategy, its Naples Wax Center® acquisition, which increased the number of physical retail units and expanded innovative products and services, Xpres Spa®’s tech-forward strategy and XpresCheck’s leadership in biosecurity.

In the near term, Ernst plans to evolve the Company’s current footprint in and out of the airport by further integrating technology across its portfolio. This includes the successful opening of Xpres Spa at Philadelphia International Airport’s Terminal B and the upcoming launch of Xpres Spa at New York Penn Station. Ernst will also continue to integrate HyperPointe to support XWELL more broadly as it seeks new marketing opportunities.

Ernst added, “I look forward to making meaningful progress through geographic expansion, acquisitions and technology, while also focusing on broadening the full potential of autonomous technology and catering to the preferences of today’s tech-savvy consumers. Thank you to the board of directors and the senior leadership team for your continued support and commitment to this company.”

For more information about this new offering, visit xwell.com.

About XWELL, Inc.

XWELL, Inc. (Nasdaq: XWEL) is a leading global wellness holding company operating multiple brands: XpresSpa®, Treat™, Naples Wax Center®, XpresCheck® and HyperPointe™.

- XpresSpa is a leading retailer of wellness services and related products, with 33 locations in 16 airports globally.
- Naples Wax Center is a group of upscale skin care boutiques, with three locations currently operating.
- XpresCheck, in collaboration with the CDC and Concentric by Ginkgo, conducts biosurveillance monitoring of inbound international flights. Operating 9 biosurveillance stations in 7 of the nation’s busiest airports, XpresCheck tests passengers and wastewater to monitor and identify new SARS-CoV-2 variants as well as other pathogens entering the USA from across the world.
- HyperPointe is a leading digital healthcare and data analytics relationship company serving the global healthcare industry.

Forward-Looking Statements

This press release may contain "forward-looking" statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These include statements preceded by, followed by or that otherwise include the words "believes," "expects," "anticipates," "estimates," "projects," "intends," "should," "seeks," "future," "continue," or the negative of such terms, or other comparable terminology. Forward-looking statements relating to expectations about future results or events, including the Company’s current plans and expectations relating to the business and operations and future store openings, including but not limited to, future openings of Naples Wax Center and XpresSpa stores, are based upon information available to XWELL as of the date of this press release, and are not guarantees of the future performance of the Company, and actual results may vary materially from the results and expectations discussed. Additional information concerning these and other risks is contained in the Company’s Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, and other Securities and Exchange Commission filings. All subsequent written and oral forward-looking statements concerning XWELL, or other matters and attributable to XWELL or any person acting on its behalf are expressly qualified in their entirety by the cautionary statements above. XWELL does not undertake any obligation to publicly update any of these forward-looking statements to reflect events or circumstances that may arise after the date hereof.
