

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 16, 2023 (November 10, 2023)

Snail, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-41556
(Commission
File Number)

88-4146991
(IRS Employer
Identification Number)

12049 Jefferson Blvd
Culver City, CA 90230
(Address of principal executive offices) (Zip Code)

+1 (310) 988-0643
(Registrant's telephone number, including area code)

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

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

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Class A Common Stock, \$0.0001 par value per share	SNAL	The Nasdaq Stock Market LLC

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

Emerging growth company

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

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

Appointment of Ryan Jamieson to Board of Directors of Company and Audit Committee

On November 10, 2023, Snail, Inc. (the “Company”) appointed Ryan Jamieson to the Company’s Board of Directors (“Board”), effective immediately. Mr. Jamieson (“Director”) will serve for a term expiring at the next annual meeting of stockholders of the Company or until his successor is duly elected and qualified. Mr. Jamieson will be eligible to receive compensation for his service on the Board consistent with that provided to all non-employee directors, which is described under the caption “Information about the Board of Directors and Corporate Governance” in the Company’s definitive proxy statement on Schedule 14A filed with the U.S. Securities and Exchange Commission on April 28, 2023, as adjusted by the Board from time to time.

Mr. Jamieson, age 43, has over 20 years of experience in IT audit, IT risk management and information security. From June 2023 to present, Mr. Jamieson is Founder and Principal of Knit Security. From June 2021 to June 2023, Mr. Jamieson was the Head of Advisory Services, vCISO, and Principal Consultant of Redacted, Inc. From January 2020 to June 2021, Mr. Jamieson was Client Technology IT Risk Lead of EY. From October 2018 to January 2020, Mr. Jamieson was the Business Information Security Officer at SpotX. Prior positions include leading security efforts at Take-Two Interactive Software and holding a number of IT Risk-related roles at American Express. Mr. Jamieson began his career as an enlisted soldier in the United States Army.

Effective November 10, 2023, Mr. Jamieson will become a member of the Audit Committee of the Board with a limited focus over technology controls and cybersecurity-related matters. Financial matters beyond IT General Controls will remain outside Mr. Jamieson’s purview and responsibility as a member of the audit committee. In connection with Mr. Jamieson’s appointment, the Company entered into an Independent Director Agreement (“Director Agreement”) with Mr. Jamieson.

Pursuant to the Director Agreement, Mr. Jamieson agreed to act as a Director of the Company and to be available to perform the duties consistent with such positions pursuant to the Certificate of Incorporation and Bylaws of the Company, and any additional codes, guidelines or policies of the Company that may be effective now or in the future. The Director Agreement continues in effect until the earliest of (a) the death or disability of Director; (b) the termination of Director from membership on the Board by the Company; (c) the annual meeting of the Company’s stockholders in which Director is not re-elected to the Board by the Company’s stockholders in accordance with the Company’s Certificate of Incorporation and Bylaws; and (d) the resignation by Director from the Board.

The Director Agreement provides that, during the term of the Director Agreement, in exchange for his services, the Company shall issue to Mr. Jamieson an annual grant of restricted stock units with a Fair Market Value on the grant date equal to sixty thousand dollars (\$60,000) under the Company’s equity incentive plan (the “Annual Award”). The Annual Award of restricted stock units shall vest in four (4) equal quarterly installments commencing in the quarter following the date of the Director’s appointment.

The Director Agreement provides that, during the applicable term, the Company will reimburse Mr. Jamieson for all reasonable out-of-pocket expenses incurred by him in attending any in-person meetings, provided that the director complies with the generally applicable policies, practices and procedures of the Company for submission of expense reports, receipts or similar documentation of such expenses. Any reimbursements for allocated expenses (as compared to out-of-pocket expenses of the director in excess of \$500) must be approved in advance by the Company.

The Director Agreement contains customary confidentiality provisions, customary representations and warranties by the parties and other customary miscellaneous provisions.

There was no arrangement or understanding between Mr. Jamieson and any other person with respect to his appointment to the Board. There have been no transactions, nor are there any currently proposed transactions, in which the Company was or is to be a participant and in which Mr. Jamieson, or any member of his immediate family, had, or will have, a direct or indirect material interest.

Resignation of Heidy Chow from Audit Committee

Effective November 10, 2023, Heidy Chow resigned from the Audit Committee of the Board. Heidy Chow's resignation from the Audit Committee of the Board was not as a result of any disagreements with the Company relating to the Company's operations, policies or practices. Heidy Chow resigned from the Audit Committee of the Board to ensure that the Audit Committee of the Board is fully independent in compliance with applicable Nasdaq listing rules. Heidy Chow will continue to serve as a member of the Board and the Company's Chief Financial Officer.

The foregoing description of the Director Agreement is qualified in its entirety by reference to the complete terms and conditions of the Director Agreement a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K, and is incorporated by reference into this Item 5.02.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Independent Director Agreement
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* The schedules and exhibits to this agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the SEC upon request.

SIGNATURES

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

SNAIL, INC.

Date: November 16, 2023

By: /s/ Jim S. Tsai

Name: Jim S. Tsai

Title: Chief Executive Officer

INDEPENDENT DIRECTOR AGREEMENT

THIS INDEPENDENT DIRECTOR AGREEMENT is made effective as of November 10, 2023 (the “**Agreement**”), between SNAIL, INC., a Delaware corporation (the “**Company**”), and Ryan Jamieson, residing at [Address] (“**Director**”).

WHEREAS, it is essential to the Company to retain and attract as directors the most capable persons available to serve on the board of directors of the Company (the “**Board**”); and

WHEREAS, the Company believes that the Director possesses the necessary qualifications and abilities to serve as a director of the Company and to perform the functions and meet the Company’s needs related to the Board and

WHEREAS, the Company appointed Director effective as of the date hereof (the “**Effective Date**”) and desires to enter into an agreement with Director with respect to such appointment; and

WHEREAS, the Director is willing to accept such appointment and to serve the Company on the terms set forth herein and in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the benefits to be derived by each party hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Position. Subject to the terms and provisions of this Agreement, the Company shall cause Director to be appointed, and Director hereby agrees, to serve the Company in such position upon the terms and conditions hereinafter set forth; provided, however, that Director’s continued service on the Board after the initial annual term on the Board, which shall end on the next annual meeting of the Company’s stockholders, shall be subject to any necessary approval by the Company’s stockholders in accordance with the Company’s certificate of incorporation and bylaws and the General Corporation Law of the State of Delaware

2. Service.

(a) Director will serve as a director of the Company and perform all duties as a director of the Company, including without limitation (a) attending meetings of the Board, (b) serving on one or more committees of the Board (each a “**Committee**”) and attending meetings of each Committee of which Director is a member, and (c) using reasonable efforts to promote the business of the Company. The Company currently intends to hold at least one in-person regular meeting of the Board and each Committee each quarter, together with additional meetings of the Board and Committees as may be required by the business and affairs of the Company. In fulfilling his responsibilities as a director of the Company, Director agrees that Director shall act honestly and in good faith with a view to the best interests of the Company and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

(b) The Company recognizes that Director: (i) is or may become a full-time executive employee of another entity and that his responsibilities to such entity must have priority and (ii) sits or may sit on the board of directors of other entities, subject to any limitations set forth by the Sarbanes-Oxley Act of 2002 and limitations provided by any exchange or quotation service on which the Company's Class A common stock is listed or traded. Notwithstanding the same, Director will provide the Company with prior written notice of any future commitments to such entities and use reasonable business efforts to coordinate his respective commitments so as to fulfill his obligations to the Company and, in any event, will fulfill his legal obligations as a director. Other than as set forth above, Director will not, without the prior notification to the Board, engage in any other business activity which could materially interfere with the performance of his duties, services and responsibilities hereunder or which is in violation of the reasonable policies established from time to time by the Company, provided that the foregoing shall in no way limit his/her activities on behalf of (i) any current employer and its affiliates or (ii) the board of directors of any entities on which he currently sits. At such time as the Board receives such notification, the Board may require the resignation of Director if it determines that such business activity does in fact materially interfere with the performance of Director's duties, services and responsibilities hereunder.

3. Compensation.

(a) Cash Compensation. Director shall receive Ten thousand dollars (\$10,000) each quarter in arrears for participation in quarterly Board and Committee meetings, including the annual stockholders' meeting. There will be no additional compensation for ad hoc or preparatory meetings or for being the chair of a Committee other than the audit committee of the Board (the "**Audit Committee**") and only if appointed the chair of the Audit Committee or for being a regular or non-chair member of the Audit Committee and holding a valid CPA license.

(b) Restricted Stock Units. Director shall receive *an annual grant of RSUs pursuant to the Plan with a Fair Market Value on the grant date equal to sixty thousand dollars (\$60,000)* under the Company's equity incentive plan (the "Annual Award"). The Annual Award of restricted stock units shall vest in four (4) equal quarterly installments commencing in the quarter following the date of the Director's appointment. Notwithstanding the foregoing, if Director ceases to be a member of Board at any time during the vesting period for any reason (such as resignation, withdrawal, death, disability or any other reason), then any unvested units shall be irrefutably forfeited. Furthermore, Director agrees that the shares shall be subject to any "lock up" agreement required to be signed by the Company's officers in connection with any financing.

(c) Independent Contractor. Director's status during the Directorship Term (as defined below) shall be that of an independent contractor and not, for any purpose, that of an employee or agent with authority to bind the Company in any respect. All payments and other consideration made or provided to Director under this Section 3 shall be made or provided without withholding or deduction of any kind, and Director shall assume sole responsibility for discharging all tax or other obligations associated therewith.

(d) Expense Reimbursements. Upon submission of appropriate receipts, invoices or vouchers as may be reasonably required by the Company, the Company will reimburse Director for all reasonable out-of-pocket expenses incurred in connection with the performance of Director's duties under this Agreement during the Directorship Term (as defined below). Any reimbursements for out-of-pocket expenses of Director in excess of \$500.00 must be approved in advance by the Company.

4. Directorship Term. The “**Directorship Term**,” as used in this Agreement, shall mean the period commencing on the Effective Date and terminating on the earliest of the following to occur: (a) the death or disability of Director; (b) the termination of Director from membership on the Board by the Company; (c) the annual meeting of the Company’s stockholders in which Director is not re-elected to the Board by the Company’s stockholders in accordance with the Company’s certificate of incorporation and bylaws; and (d) the resignation by Director from the Board.

5. Director’s Representation and Acknowledgment. Director represents to the Company that Director does not know of any conflict or legal prohibition that would restrict Director from serving the Company per the terms of this Agreement, and that the execution and performance of this Agreement shall not be in violation of any agreement or obligation (whether or not written) that Director may have with or to any person or entity, including without limitation, any prior or current employer. Director hereby acknowledges and agrees that this Agreement (and any other agreement or obligation referred to herein) shall be an obligation solely of the Company, and Director shall have no recourse whatsoever against any stockholder of the Company or any of their respective affiliates with regard to this Agreement.

6. Director Covenants.

(a) Unauthorized Disclosure. Director agrees and understands that in Director’s position with the Company, Director has been and will be exposed to and receive information relating to the confidential affairs of the Company, including, but not limited to, technical information, business and marketing plans, strategies, customer information, other information concerning the Company’s products, promotions, development, financing, expansion plans, business policies and practices, and other forms of information considered by the Company to be confidential and in the nature of trade secrets. Director agrees that during the Directorship Term and thereafter, Director will keep such information confidential and will not disclose such information, either directly or indirectly, to any third person or entity without the prior written consent of the Company; provided, however, that (i) Director shall have no such obligation to the extent such information is or becomes publicly known or generally known in the Company’s industry other than as a result of Director’s breach of his/her obligations hereunder and (ii) Director may, after giving prior notice to the Company to the extent practicable under the circumstances, disclose such information to the extent required by applicable laws or governmental regulations or judicial or regulatory process. This confidentiality covenant has no temporal, geographical or territorial restriction. Upon termination of the Directorship Term, Director will promptly return to the Company and/or destroy at the Company’s direction all property, keys, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data, other product or document, and any summary or compilation of the foregoing, in whatever form, including, without limitation, in electronic form, which has been produced by, received by or otherwise submitted to Director in the course or otherwise as a result of Director’s position with the Company during or prior to Directorship Term, provided that the Company shall retain such materials and make them available to Director if requested in connection with any litigation against Director under circumstances in which (i) Director demonstrates to the reasonable satisfaction of the Company that the materials are necessary to his/her defense in the litigation and (ii) the confidentiality of the materials is preserved to the reasonable satisfaction of the Company.

(b) Notwithstanding anything in this Agreement or otherwise, Director understands that Director has the right under federal law to certain protections for cooperating with or reporting legal violations to the Securities and Exchange Commission (the “SEC”) and/or its Office of the Whistleblower, as well as certain other governmental authorities and self-regulatory organizations, and as such, nothing in this Agreement or otherwise is intended to prohibit Director from disclosing this Agreement to, or from cooperating with or reporting violations to, the SEC or any other such governmental authority or self-regulatory organization, and Director may do so without notifying the Company. The Company may not retaliate against Director for any of these activities, and nothing in this Agreement or otherwise would require Director to waive any monetary award or other payment that Director might become entitled to from the SEC or any other governmental authority.

(c) Non-Solicitation. During Directorship Term and for a period of two (2) years thereafter, Director shall not interfere with the Company’s relationship with, or endeavor to entice away from the Company, any person who, on the date of the termination of the Directorship Term and/or at any time during the one year period prior to the termination of the Directorship Term, was an employee or customer of the Company or otherwise had a material business relationship with the Company.

(d) Non-Compete. Director agrees that during the Directorship Term and for a period of two (2) years thereafter, Director shall not in any manner, directly or indirectly, through any person, firm or corporation, alone or as a member of a partnership or as an officer, director, stockholder, investor or employee of or consultant to any other corporation or enterprise; engage in the business of developing, marketing, or selling technology to or for businesses in which the Company engages in or in which the Company has an actual intention, as evidenced by the Company’s written business plans, to engage in, within any geographic area in which the Company is then conducting such business. Nothing in this Section 6 shall prohibit Director from being (i) a stockholder in a mutual fund or a diversified investment company or (ii) a passive owner of not more than three percent (3%) of the outstanding stock of any class of securities of a corporation, which are publicly traded, so long as Director has no active participation in the business of such corporation. Furthermore, nothing in this Section 6 shall prohibit Director from providing cybersecurity-related services to companies which engage in similar businesses as the Company.

(e) Code of Ethics and Insider Trading Policy. Director agrees to comply with the Company’s Code of Ethics and Insider Trading Policy. The Code of Ethics and Insider Trading Policy may either or both be amended by the Company from time to time.

7. Director and Officer Liability Insurance. Director shall be covered by the Company’s director and officer’s liability insurance policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available for any of the Company’s directors or officers.

8. Limitation of Liability; Right to Indemnification. Director shall be entitled to limitations of liability and the right to indemnification against expenses and damages in connection with claims against Director relating to his/her service to the Company to the fullest extent permitted by the Company’s Certificate of Incorporation and Bylaws (as such documents may be amended from time to time) and other applicable law.

9. Amendments and Waiver. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both parties. No waiver of any provision of this Agreement on a particular occasion will be deemed or will constitute a waiver of that provision on a subsequent occasion or a waiver of any other provision of this Agreement.

10. Binding Effect, Assignments. This Agreement will be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Notwithstanding the provisions of the immediately preceding sentence, neither Director nor the Company shall assign all or any portion of this Agreement without the prior written consent of the other party.

11. Severability. The provisions of this Agreement are severable, and any provision of this Agreement that is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable in any respect will not affect the validity or enforceability of any other provision of this Agreement.

12. Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in that state without giving effect to the principles of conflicts of laws.

13. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understanding relating to such subject matter.

14. Miscellaneous. This Agreement may be executed by the Company and Director in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Counterparts may be delivered via fax, electronic mail (including PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. Director acknowledges that this Agreement does not constitute a contract of employment and does not imply that the Company will continue his/her service as a director for any period of time.

Signature Page Follows.

IN WITNESS WHEREOF, the parties have executed this Independent Director Agreement as of the date shown above.

SNAIL, INC.
a Delaware corporation

By: /s/ Jim Tsai
Name: Jim Tsai
Title: CEO

DIRECTOR

By: /s/ Ryan Jamieson
Name: Ryan Jamieson
