

CID HOLDCO, INC.

FORM DEFA14A

(Additional Proxy Soliciting Materials (definitive))

Filed 10/13/26

Address	7500 OLD GEORGETOWN ROAD, SUITE 901 BETHESDA, MD, 20814
Telephone	302-332-4122
CIK	0002033770
Symbol	DAIC
SIC Code	7373 - Services-Computer Integrated Systems Design
Industry	Semiconductors
Sector	Technology
Fiscal Year	12/31

**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): October 9, 2026

CID HoldCo, Inc.

(Exact name of Registrant as Specified in its Charter)

Delaware

(State or Other Jurisdiction
of Incorporation)

001-42711

(Commission File Number)

99-2578850

(IRS Employer
Identification No.)

5661 S Cameron St, Suite 100, Las Vegas, Nevada

(Address of Principal Executive Offices)

89118

(Zip Code)

(303) 332-4122

(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 of \$0.0001 per share	DAIC	The Nasdaq Stock Market LLC
Warrants, each exercisable for one share of Common Stock at an exercise price of \$287.50 per share	DAICW	The Nasdaq Stock Market LLC

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

Emerging growth company ☒

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

Item 1.01. Entry into a Material Definitive Agreement.

Securities Purchase Agreement

As previously reported in the Current Report on Form 8-K filed by CID HoldCo, Inc., a Delaware corporation (the “Company”), with the Securities and Exchange Commission (the “SEC”) on September 29, 2026 (the “Signing 8-K”), on September 25, 2026, the Company entered into a Securities Purchase Agreement (the “Original Purchase Agreement”) with BladeRanger Ltd. (TASE: BLRN), a company organized under the laws of the State of Israel (“BladeRanger”), and Envoy Technologies, Inc., a Delaware corporation (“Envoy”), pursuant to which the Company agreed to acquire 100% of Envoy’s outstanding capital stock (the “Acquisition”) in exchange for shares of Common Stock and shares of a newly authorized Series C Convertible Non-Redeemable Preferred Stock. On October 9, 2026 (the “Closing Date”), the Company closed the Acquisition (the “Closing”), and Envoy became a wholly owned subsidiary of the Company, following release from escrow of the transaction documents that were previously delivered by the Company and BladeRanger into escrow on October 6, 2026. As discussed below in further detail under Item 3.01, the Company believes that, as of the date of this filing, the Company has stockholders’ equity of at least \$2.5 million as required in the Company’s case for continued listing on The Nasdaq Capital Market under Nasdaq Listing Rule 5550(b)(1).

First Amendment to Securities Purchase Agreement

In connection with the Closing, on October 9, 2026, the Company, BladeRanger, Envoy and, solely with respect to the provisions expressly applicable to it, Blink Charging Co., a Nevada corporation (“Blink”), entered into a First Amendment to Securities Purchase Agreement (the “SPA Amendment” and, the Original Purchase Agreement as amended by the SPA Amendment, the “Purchase Agreement”). Blink is the holder of a convertible promissory note issued by Envoy to Blink, dated July 22, 2026, in the original principal amount of \$12,500,000 (the “Envoy Convertible Note”), which was issued in connection with BladeRanger’s acquisition of Envoy pursuant to a Stock Purchase Agreement, dated as of June 5, 2026, between Envoy Mobility Inc., BladeRanger and Blink. As described in the Signing 8-K, the Original Purchase Agreement contemplated that the Envoy Convertible Note would convert into shares of Envoy common stock representing 20% of Envoy’s outstanding common stock immediately prior to the Closing and that Blink would execute a joinder to the Original Purchase Agreement to sell its shares of Envoy to the Company in exchange for 2,166,667 shares of Series C Preferred Stock at the Closing. Pursuant to the SPA Amendment, the Envoy Convertible Note was amended (as described in further detail below), did not convert prior to or in connection with the Closing and remains outstanding. Upon satisfaction of the Blink Conversion Conditions (as defined below), the SPA Amendment provides that the Envoy Convertible Note will convert into an aggregate of 2,166,667 shares of Common Stock (the “Blink Conversion Shares”), subject to adjustment for stock splits, stock dividends, combinations, recapitalizations and similar events, except in the case of any prior Forced Conversion (as defined below).

Consideration. At the Closing, BladeRanger sold, assigned and transferred to the Company all of the outstanding shares of Envoy, free and clear of all liens (other than restrictions under the Securities Act of 1933, as amended (the “Securities Act”), or the transaction documents), in exchange for the issuance by the Company to BladeRanger of (i) 233,543 shares of the Company’s common stock, par value \$0.0001 per share (the “Common Stock”), and (ii) 8,433,123 shares of the Company’s Series C Convertible Non-Redeemable Preferred Stock, par value \$0.0001 per share (the “Series C Preferred Stock”).

The aggregate consideration in the Acquisition consists of 10,833,333 shares of Common Stock, calculated on an as-converted, fully diluted basis and subject to customary adjustments (the “Envoy-Side Shares”), consisting of the 233,543 shares of Common Stock and 8,433,123 shares of Series C Preferred Stock issued to BladeRanger at the Closing (assuming a conversion into Common Stock on a 1-for-1 basis) and the 2,166,667 Blink Conversion Shares issuable following the Closing upon satisfaction of the Blink Conversion Conditions. The Envoy-Side Shares have been allocated between BladeRanger and Blink based on their respective eighty percent (80%) and twenty percent (20%) economic interests in Envoy. Based on the agreed reference price of \$6.00 per share (the “Reference Price”), the Envoy-Side Shares have an aggregate value of approximately \$65.0 million, consisting of approximately \$52.0 million in respect of the securities issued to BladeRanger at the Closing and approximately \$13.0 million in respect of the Blink Conversion Shares. As previously reported, BladeRanger is also entitled under the Purchase Agreement to receive additional shares of Common Stock or Series C Preferred Stock, valued at \$6.00 per share, in respect of certain amounts funded by BladeRanger from the date of the term sheet through the Closing (“Funding Reimbursement Shares”), which are in addition to the Envoy-Side Shares. The SPA Amendment clarifies that any Funding Reimbursement Shares constitute solely reimbursement of amounts funded by BladeRanger and do not constitute consideration for the Envoy shares. The Funding Reimbursement Shares shall not exceed \$500,000 in respect of amounts funded by BladeRanger for Envoy’s operation, funding or indebtedness or up to 400,000 shares in respect of amounts funded by BladeRanger for the Company’s operations, funding or indebtedness.

Closing Conditions. The SPA Amendment amended the closing conditions to the Original Purchase Agreement by (i) replacing the condition requiring conversion of the Envoy Convertible Note prior to the Closing with a condition requiring the execution and delivery of the Note Amendment (as defined below) by the parties thereto, (ii) deleting the condition requiring Blink's execution of a joinder as a seller and transfer of Envoy shares to the Company, and (iii) providing that the Registration Rights Agreement and the Voting Agreement (each as defined below) are to be executed by BladeRanger and the other required parties.

Blink Conversion Conditions. The Envoy Convertible Note will automatically convert into the Blink Conversion Shares on the first business day following the date on which each of the following conditions (the "Blink Conversion Conditions") has been satisfied (or such other date as Blink and the Company may agree in writing) (the "Blink Conversion Date"): (i) the Company's stockholders shall have approved the proposals required under Nasdaq Listing Rules 5635(a), 5635(b) and 5635(d) in connection with the transactions contemplated by the Purchase Agreement, including the issuance of the Blink Conversion Shares to the extent required under the rules of The Nasdaq Stock Market LLC ("Nasdaq") ("Stockholder Approval"), and (ii) a registration statement on Form S-1 (or such other form as may be available to the Company) covering the Blink Conversion Shares shall have been declared effective by the SEC and shall be effective and available for the Blink Distribution (as defined below). Receipt of Stockholder Approval alone will not result in the conversion of the Envoy Convertible Note. The Company has agreed to include the issuance of the Blink Conversion Shares in the proposals submitted to its stockholders, to use its reasonable best efforts to obtain Stockholder Approval together with the approval required for the conversion of the Series C Preferred Stock, and to cause such registration statement to become effective as promptly as practicable following the Closing.

Blink Lock-Up and Distribution. The SPA Amendment amended Blink's lock-up under the Original Purchase Agreement to replace the twelve-month lock-up described in the Signing 8-K with a lock-up period similar to the lock-up period applicable to BladeRanger, except to the extent Blink distributes the Blink Conversion Shares to its stockholders (in which case, such shares will not be subject to the lock-up provisions). Accordingly, from and after the Blink Conversion Date until the earlier of the consummation of the Blink Distribution and the expiration of the Blink Lock-Up Period, Blink may not, directly or indirectly, offer, sell, pledge, hedge or otherwise transfer the Blink Conversion Shares, other than pursuant to the Blink Distribution. The "Blink Lock-Up Period" commences on the Blink Conversion Date and expires on the earlier of April 1, 2027 and six (6) months following the Blink Conversion Date. Blink has agreed, subject to applicable law, to distribute all of the Blink Conversion Shares to the holders of its common stock, pro rata and for no consideration, by way of a dividend or other distribution in kind, substantially concurrently with, and in any event no later than ten (10) business days following, the Blink Conversion Date (the "Blink Distribution"). If the Blink Conversion Date occurs at least ten (10) business days prior to the expiration of the Blink Lock-Up Period and Blink does not consummate the Blink Distribution prior to such expiration, the undistributed Blink Conversion Shares will become subject to the same leak-out restrictions applicable to BladeRanger under the Purchase Agreement. The Company has agreed to cause the registration statement to cover the resale of the Blink Conversion Shares by the initial recipients thereof, to use its reasonable best efforts to maintain the effectiveness of such registration statement, and to cooperate with Blink and its distribution agent in effecting the Blink Distribution. Blink will bear the costs of the Blink Distribution (other than registration expenses payable by the Company). Recipients of shares in the Blink Distribution will not be subject to the contractual lock-up or leak-out restrictions under the Purchase Agreement or to the Envoy stockholders agreement solely by reason of receiving such shares.

Forced Conversion. While any portion of the Envoy Convertible Note remains outstanding, and subject to the Company's receipt of Stockholder Approval as applicable (see below), if (A) the Company's Chief Financial Officer determines in good faith and acting reasonably that the Company's stockholders' equity, as will be reported in the Company's balance sheet for the most recently completed annual or quarterly period to be filed with the SEC, will be less than \$3,000,000, or (B) the Company receives any notice, determination or inquiry from Nasdaq relating to its compliance with Nasdaq Listing Rule 5550(b)(1), the Company may, on one or more occasions by written notice to Blink, require the conversion of such portion (up to 100%) of the then-outstanding principal amount of the Envoy Convertible Note as the Company determines in good faith is necessary to cause its stockholders' equity to equal or exceed \$3,000,000 (a "Forced Conversion"). In the case of a Forced Conversion under clause (A), the Company must provide Blink with supporting information to the extent reasonably available and at least five (5) business days to object, and, if the parties are unable to resolve any objection within three (3) business days prior to the due date of the applicable periodic report, the Company may proceed with the Forced Conversion in an amount not exceeding that set forth in its notice. Prior to Stockholder Approval, a Forced Conversion will be effected solely into shares of Series C Preferred Stock equal to the converted amount divided by the \$6.00 stated value of the Series C Preferred Stock and, following Stockholder Approval, into shares of Common Stock equal to the converted amount divided by the then-applicable conversion price of the Series C Preferred Stock. A Forced Conversion is effective on the third trading day following delivery of the notice, may not result in the issuance of more than 2,166,667 shares of Series C Preferred Stock or Common Stock in the aggregate, and is subject to applicable law and Nasdaq rules, including limitations on issuances prior to receipt of Stockholder Approval. Any Forced Conversion will proportionately reduce the outstanding principal amount of the Envoy Convertible Note and the number of Blink Conversion Shares otherwise issuable.

Other Provisions. The SPA Amendment (i) limits Blink's representations and warranties to its authority, its ownership of the Envoy Convertible Note, the absence of any transfer of the Envoy Convertible Note that would prevent its performance and non-contravention; (ii) limits Blink's indemnification obligations, which are several and not joint, exclude liability for the acts of BladeRanger, Envoy or other persons and for pre-closing liabilities of Envoy (other than Blink's own fraud or breach), are capped at the consideration actually received by Blink valued at the Reference Price, and may be satisfied solely from Blink Conversion Shares then held by Blink, in each case except in the case of Blink's fraud; (iii) provides that Envoy's existing transition services arrangement with Blink will not be extended following the Closing, which replaces the six-month extension described in the Signing 8-K, and requires Blink to provide reasonable access to Envoy books and records in its possession to permit the preparation and audit of Envoy's financial statements required by Rule 3-05 of Regulation S-X, at the Company's expense; and (iv) requires that the registration rights provided with respect to the Blink Conversion Shares and the shares distributed in the Blink Distribution be no less favorable than those provided to BladeRanger, with any cutback allocated pro rata between BladeRanger and Blink.

The Purchase Agreement has been attached to this Current Report on Form 8-K and the Signing 8-K to provide investors with information regarding its terms. It is not intended to provide any other factual information about the Company, Envoy, BladeRanger, Blink or any of their respective subsidiaries or affiliates. The representations, warranties and covenants contained in the Purchase Agreement were made only for purposes of the Purchase Agreement as of specific dates, were solely for the benefit of the parties thereto, may be subject to important qualifications and limitations agreed upon by the parties for the purposes of allocating contractual risk among such parties instead of establishing these matters as facts and may be subject to standards of materiality applicable to such contracting parties that differ from those applicable to investors. Investors should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the parties or any of their respective subsidiaries or affiliates. Information concerning the subject matter of the representations and warranties may change after the date of the Purchase Agreement, which subsequent information may or may not be fully reflected in the Company's public disclosures.

Limited Joinder and Acknowledgement Agreement

On October 9, 2026, in connection with the SPA Amendment, Blink executed and delivered to the Company, BladeRanger, and Envoy a Limited Joinder and Acknowledgement Agreement (the "Joinder Agreement"), which was acknowledged and accepted by the Company, BladeRanger and Envoy. Pursuant to the Joinder Agreement, Blink became a party to the Purchase Agreement solely with respect to the provisions expressly applicable to it, including the provisions relating to the conversion of the Envoy Convertible Note, the Blink Distribution, Forced Conversion, the transition services arrangement, and limitations on Blink's indemnification obligations. Under the Joinder Agreement, Blink (i) makes, severally and not jointly, solely the limited representations and warranties described above, (ii) acknowledges the automatic conversion of the Envoy Convertible Note upon satisfaction of the Blink Conversion Conditions and agrees that any Blink Conversion Shares not distributed in the Blink Distribution will remain subject to the applicable lock-up and leak-out restrictions, (iii) agrees to effect the Blink Distribution and to reasonably cooperate with the Company and the distribution agent in connection therewith, and (iv) acknowledges the Forced Conversion provisions.

First Amendment to Convertible Promissory Note

On October 9, 2026, Envoy, Blink, the Company and, solely with respect to certain specified provisions, BladeRanger entered into a First Amendment to Convertible Promissory Note (the “Note Amendment”). Under the terms of the Envoy Convertible Note, the principal balance automatically converts into Envoy capital stock immediately prior to the consummation of a “Qualified Liquidity Event,” which includes an acquisition, sale or change of control of Envoy involving total equity consideration of not less than \$40,000,000. The parties acknowledged that the Acquisition constitutes a Qualified Liquidity Event, and Blink consented to the consummation of the Closing without conversion of the Envoy Convertible Note. The deferral is granted solely in connection with the Acquisition and does not constitute a waiver of Blink’s rights under the Envoy Convertible Note, including rights relating to Qualified Liquidity Events, the ownership floor, conversion at maturity and conversion following an event of default. The Envoy Convertible Note does not bear interest and matures on the date three (3) years after its issuance (subject to up to a two (2)-year extension upon the election of Blink).

Under the Note Amendment, upon satisfaction of the Blink Conversion Conditions, the entire then-outstanding principal balance of the Envoy Convertible Note will automatically convert on the Blink Conversion Date into the remaining Blink Conversion Shares issuable after giving effect to any prior Forced Conversion, and the Company is required to issue and deliver the Blink Conversion Shares in book-entry form to Blink or its designated distribution agent within one trading day thereafter. The Blink Conversion Shares represent the consideration in respect of Blink’s 20% economic interest, and upon their issuance and delivery the principal balance of the Envoy Convertible Note will be deemed satisfied in full. Blink has irrevocably agreed to effect the Blink Distribution and not to dispose of the Blink Conversion Shares in lieu thereof. The Note Amendment contains Forced Conversion provisions consistent with those contained in the SPA Amendment above described.

If Blink fails or refuses to comply with its conversion obligations after satisfaction of the Blink Conversion Conditions, fails to consummate the Blink Distribution, transfers or encumbers the Blink Conversion Shares in violation of its obligations or otherwise materially breaches its obligations under the Note Amendment or the related provisions of the Purchase Agreement and, to the extent such breach is capable of cure, fails to cure such breach within five (5) business days following written notice, the deferral will cease to restrict the enforcement of rights and remedies otherwise available to Envoy, BladeRanger or the Company, including any rights to compel conversion under the original terms of the Envoy Convertible Note and any drag-along, specific performance or other rights under BladeRanger’s June 5, 2026 stock purchase agreement with Blink, the Envoy stockholders agreement or applicable law. Failures or delays caused by the unavailability of the registration statement or any act or omission of the Company, and good-faith disputes as to whether a Blink Conversion Condition has been satisfied, will not give rise to such remedies. If the Blink Conversion Conditions are not satisfied before the maturity date of the Envoy Convertible Note, Blink will retain its rights under the Envoy Convertible Note, including its right to elect conversion at maturity, and the rights and remedies arising upon an event of default remain in effect with respect to any outstanding principal balance. No Qualified Liquidity Event occurring after the Closing and prior to the issuance of the Blink Conversion Shares will trigger any additional conversion obligation.

Registration Rights Agreement

Concurrently with the Closing, the Company entered into a Registration Rights Agreement, dated as of October 9, 2026 (the “Registration Rights Agreement”), with BladeRanger and the other investors identified on Annex A thereto, consisting of Blink and H Capital Ventures Management Consultancies Co. LLC (“H Capital” and, collectively with BladeRanger and Blink, the “Investors”), providing them with certain registration rights with respect to their securities issued or issuable by the Company in connection with the Purchase Agreement or, in the case of H Capital, its \$550,000 convertible note previously disclosed in the Signing 8-K (the “H Capital Convertible Note”).

Under the Registration Rights Agreement, the Company agreed, among other things, (i) to file with the SEC, promptly following the Closing and in any event no later than sixty (60) days following the delivery by Envoy to the Company of Envoy’s financial statements required by Rule 3-05 of Regulation S-X (the “Filing Deadline”), a registration statement on Form S-3 or, if Form S-3 is not available, Form S-1, covering the resale of all Registrable Securities, subject to SEC limitations under Rule 415 and related pro rata “cutback” provisions, and, if filed on Form S-1, to file a registration statement on Form S-3 within forty-five (45) days after becoming eligible to do so, and (ii) to use its reasonable best efforts to cause the registration statement to be declared effective as soon as practicable, and in any event by the earlier of sixty (60) days following the Filing Deadline (or ninety (90) days if the SEC reviews the registration statement) and five (5) business days after the SEC advises that it will not review or has no further comments on the registration statement, without delaying such efforts pending receipt of Stockholder Approval, and to keep such registration statement continuously effective until the registrable securities have been sold or may be sold without restriction under Rule 144. The Company may delay filing or suspend the use of a registration statement for up to thirty (30) consecutive days, on no more than two occasions and for no more than seventy-five (75) days in any twelve (12)-month period, and may delay filing or effectiveness pending the availability of required audited financial statements, including those of Envoy, subject to an aggregate extension limit of ninety (90) days in any twelve (12)-month period.

The Registration Rights Agreement contains customary provisions relating to registration procedures, expenses, the Company's obligations to maintain current public information to permit resales under Rule 144, the Investors' information and cooperation obligations, certain liquidated damages for the Company's noncompliance with certain covenants under the Registration Rights Agreement and the Company's and Investors' respective indemnification obligations, including contribution provisions, in connection with any registered resale of the Registrable Securities.

The Registration Rights Agreement also provides that, for the period commencing on the date on which its shares of Series C Preferred Stock are converted into Common Stock and ending on the earlier of April 1, 2027 and six (6) months from the date of such conversion, BladeRanger may not sell or otherwise transfer the shares of Common Stock issued upon such conversion. Following such lock-up period, BladeRanger's sales of such shares will be subject to a daily volume limitation equal to the lesser of 10% of the daily trading volume of the Common Stock and the volume that would be permitted to be sold under Rule 144. The Registration Rights Agreement contains a comparable lock-up and leak-out restriction applicable to Blink, which does not restrict the Blink Distribution.

Voting Agreement

At the Closing, the Company entered into a Voting Agreement, dated as of October 9, 2026 (the "Voting Agreement"), with Phyllis W. Newhouse, the ShoulderUp 2021 Trust, and Edmund S. Nabrotzky, the Company's Chief Executive Officer (each, a "Stockholder"), who collectively held 245,842 shares of Common Stock as of the date of the Voting Agreement (40,931 shares, 62,047 shares and 142,864 shares, respectively), representing approximately 10.5% of the 2,337,767 shares of Common Stock outstanding immediately prior to the Closing (or approximately 9.6% after giving effect to the 233,543 shares of Common Stock issued to BladeRanger at the Closing). Under the Voting Agreement, each Stockholder agreed, during the period commencing on the date of the Voting Agreement and ending on the earlier of (i) the receipt of Stockholder Approval and (ii) the termination of the Purchase Agreement in accordance with its terms (the "Expiration Time"), to appear in person or by proxy at, or otherwise cause its shares of Common Stock (the "Shares") to be counted as present for purposes of establishing a quorum at, the Company's stockholders' meeting held to consider the proposals subject to Stockholder Approval (or any adjournment or postponement thereof), and to vote (or execute and return written consents), or cause to be voted, all of its Shares in favor of the proposals for Stockholder Approval, including (i) the conversion of the Series C Preferred Stock into shares of Common Stock, (ii) the conversion of the H Capital Convertible Note, (iii) any issuances under the standby equity purchase agreement contemplated by the Purchase Agreement requiring stockholder approval under applicable Nasdaq rules, (iv) the change of control and other stockholder approvals required under Nasdaq Listing Rules 5635(a), (b) and (d), and (v) any reverse stock split necessary to achieve a \$4.00 initial listing bid price, and against any action that would reasonably be expected to impede, interfere with, frustrate, delay or postpone the Stockholder Approval, result in a material breach of the Company's obligations under the Purchase Agreement, or result in a material breach of such Stockholder's obligations under the Voting Agreement. Each Stockholder granted BladeRanger an irrevocable proxy to vote its Shares in accordance with the foregoing if, and only if, such Stockholder fails to do so. The Voting Agreement contains customary representations and warranties by the Stockholders, restrictions on the Stockholders' transfer of their Shares unless the transferee executes a joinder, and a waiver of appraisal and dissenters' rights, and provides for termination upon the Expiration Time or upon the written agreement of the Stockholders, BladeRanger and the Company. BladeRanger is an express third-party beneficiary of the Voting Agreement. The Voting Agreement includes customary provisions regarding amendments, assignment, counterparts, severability, governing law (Delaware) and enforcement, including specific performance.

Certificate of Designation

The description of the Certificate of Designation of Preferences and Rights of Series C Convertible Non-Redeemable Preferred Stock (the "Certificate of Designation") and the terms of the Series C Preferred Stock set forth under Item 5.03 of this Current Report on Form 8-K are incorporated herein by reference.

Prior to the execution of the binding term sheet dated September 14, 2026, there was no material relationship between BladeRanger, on the one hand, and the Company or any of its affiliates, directors or officers, on the other hand. Prior to the execution of the SPA Amendment and the Note Amendment, there was no material relationship between Blink, on the one hand, and the Company or any of its affiliates, directors or officers, on the other hand.

The foregoing descriptions of the Original Purchase Agreement, the SPA Amendment, the Joinder Agreement, the Note Amendment, the Registration Rights Agreement and the Voting Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of such documents, copies of which are incorporated by reference in this Current Report on Form 8-K or filed as Exhibits 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

On October 9, 2026, the Company completed the Acquisition pursuant to the Purchase Agreement, and Envoy became a wholly owned subsidiary of the Company. At the Closing, the Company acquired from BladeRanger all 135 outstanding shares of Envoy common stock in exchange for 233,543 shares of Common Stock and 8,433,123 shares of Series C Preferred Stock. In addition, the Company will issue up to 2,166,667 Blink Conversion Shares to Blink upon conversion of the Envoy Convertible Note following satisfaction of the Blink Conversion Conditions. The consideration was determined through arm's-length negotiation among the parties, and the Envoy-Side Shares were valued at the \$6.00 per share Reference Price, for an aggregate value of approximately \$65.0 million. Following the Closing, the Envoy Convertible Note remains an outstanding obligation of Envoy, subject to the Note Amendment.

Following the conversion of the Series C Preferred Stock and the Envoy Convertible Note, BladeRanger is expected to hold a majority of the outstanding Common Stock on an as-converted basis, subject to applicable conversion limitations and approvals. BladeRanger has the right to designate one member of the Company's board of directors (the "Board") and one member of the Company's executive management team during the Designation Period (as defined below).

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

As previously disclosed in the Company's Current Reports on Form 8-K filed with the SEC on August 12, 2026, August 18, 2026 and September 1, 2026, the Company received (a) a staff determination from Nasdaq on August 6, 2026 (the "Initial Staff Determination") to delist the Common Stock from Nasdaq pursuant to Nasdaq Listing Rule 5450(b)(2)(A) for failure to satisfy the minimum Market Value of Listed Securities ("MVLS") requirement of \$50 million, (b) an additional staff determination on August 12, 2026 identifying the Company's failure to maintain the minimum market value of publicly held shares ("MVPHS") of \$15 million required under Nasdaq Listing Rule 5450(b)(2)(C) as a further basis for delisting, and (c) an additional staff determination on August 27, 2026 identifying that the Company had not yet filed its Quarterly Report on Form 10-Q for the period ended June 30, 2026 as an additional basis for the potential delisting of the Company's Common Stock from Nasdaq and, as a result of the foregoing, the Company no longer complied with the Nasdaq Listing Rules for continued listing.

The Company timely requested a hearing before the Nasdaq Hearings Panel (the "Hearings Panel") with respect to these prior staff determinations and paid the applicable \$20,000 hearing fee (the "Hearing"). The hearing request stayed the suspension of the Company's securities and the filing of a Form 25-NSE by Nasdaq with the SEC pending the issuance of a written decision by the Hearings Panel. The Common Stock remains listed and eligible to trade on Nasdaq pending the outcome of the Hearing.

On September 15, 2026, the Company appeared before the Hearings Panel and presented a compliance plan (the “Compliance Plan”) addressing the previously disclosed deficiencies for failure to satisfy the minimum MVLS requirement of \$50 million, the minimum MVPHS of \$15 million requirement, and the Company’s failure to file its Quarterly Report on Form 10-Q for the period ended June 30, 2026 with the SEC.

At the hearing, the Company requested that the Hearings Panel grant an exception permitting the transfer of the listing of the Common Stock to The Nasdaq Capital Market, subject to the Company’s compliance with the periodic filing requirement by September 25, 2026, subject to the minimum stockholders’ equity requirement of \$2,500,000 for continued listing on The Nasdaq Capital Market under Nasdaq Listing Rule 5550(b)(1) (the “Stockholders’ Equity Requirement”) following the Closing, which the Compliance Plan contemplated would occur by October 6, 2026. The Company advised the Hearings Panel that, other than the Stockholders’ Equity Requirement, the Company satisfied all other applicable quantitative requirements for continued listing on The Nasdaq Capital Market. The Company filed its Quarterly Report on Form 10-Q for the period ended June 30, 2026 with the SEC on September 25, 2026, thereby curing the filing deficiency. The definitive transaction documents for the Acquisition were executed and delivered into escrow on October 6, 2026 and were released from escrow at the Closing on October 9, 2026. The Hearings Panel has not yet issued its decision.

As described under Items 1.01 and 2.01, the Closing occurred on October 9, 2026. The Closing followed the Company’s settlement of its senior secured debt and issuance of the H Capital Convertible Note, as previously disclosed in a Current Report on Form 8-K filed with the SEC on September 16, 2026, and the settlement and release of certain accounts payable and accrued liabilities. The Company will measure the consideration transferred at the fair value of the shares of Common Stock and Series C Preferred Stock issued on the Closing Date, which is classified within stockholders’ equity; the Envoy Convertible Note remains outstanding as a liability of Envoy and is not included in stockholders’ equity.

As a result of the transactions described in this Current Report, the Company believes it has stockholders’ equity of at least \$2.5 million as of the date of the filing of this report. The Company awaits Nasdaq’s confirmation that the Company has evidenced compliance with the Stockholders’ Equity Requirement and its continued compliance with all other applicable criteria for continued listing on The Nasdaq Capital Market. The Company has provided the Hearings Panel with an unaudited, unreviewed pro forma condensed consolidated balance sheet and financial projections demonstrating, respectively, its compliance with the Stockholders’ Equity Requirement after giving effect to the transactions described under Items 1.01 and 2.01 of this Current Report on Form 8-K, and its ability to maintain compliance with the Stockholders’ Equity Requirement through September 30, 2027.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth in Items 1.01, 2.01 and 5.03 of this Current Report on Form 8-K is incorporated herein by reference. At the Closing, the Company issued to BladeRanger 233,543 shares of Common Stock and 8,433,123 shares of Series C Preferred Stock as consideration for the shares of Envoy acquired by the Company, having an aggregate value of approximately \$52.0 million based on the Reference Price. Upon receipt of Stockholder Approval, the shares of Series C Preferred Stock will automatically convert into an aggregate of 8,433,123 shares of Common Stock at the initial conversion price of \$6.00 per share, subject to adjustment as described under Item 5.03. In addition, upon satisfaction of the Blink Conversion Conditions, the Company will issue 2,166,667 Blink Conversion Shares to Blink upon conversion of the Envoy Convertible Note, and the Company may issue up to an aggregate of 2,166,667 shares of Series C Preferred Stock or Common Stock, as applicable, to Blink upon any Forced Conversion, with any shares so issued reducing the number of Blink Conversion Shares otherwise issuable.

The shares of Common Stock and Series C Preferred Stock issued to BladeRanger were issued without registration under the Securities Act in reliance on the exemption provided by Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. The shares of Common Stock issuable upon conversion of the Series C Preferred Stock will be issued in reliance on the exemption provided by Section 3(a)(9) of the Securities Act. The Blink Conversion Shares issuable upon conversion of the Envoy Convertible Note will be issued in reliance on the exemption provided by Section 3(a)(9) of the Securities Act. Any shares of Series C Preferred Stock or Common Stock issued to Blink upon a Forced Conversion or upon conversion of the Envoy Convertible Note are expected to be issued in reliance on the exemption provided by Section 3(a)(9) of the Securities Act.

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth in Items 1.01 and 5.03 of this Current Report on Form 8-K is incorporated herein by reference.

As a result of the issuance of the Series C Preferred Stock, the rights of the holders of Common Stock are subject to the senior liquidation preference of the Series C Preferred Stock, the protective provisions and anti-dilution covenant described under Item 5.03, which limit the Company's ability to take certain actions and to issue additional equity securities without the consent of the holders of a majority of the outstanding Series C Preferred Stock, the director designation right of BladeRanger, and the dilution that will result from the conversion of the Series C Preferred Stock and the Envoy Convertible Note.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On October 9, 2026, the Company filed the Certificate of Designation with the Secretary of State of the State of Delaware, designating a series of preferred stock as the Series C Preferred Stock pursuant to resolutions adopted by the Board on October 6, 2026. The Certificate of Designation became effective upon filing and sets forth the rights, preferences and privileges of the Series C Preferred Stock, which are summarized below.

Stated Value; Dividends. Each share of Series C Preferred Stock has a stated value of \$6.00, subject to adjustment for stock dividends, stock splits, combinations and similar events (the "Stated Value"). The Series C Preferred Stock is not entitled to receive or participate in any dividends or distributions, and no dividends accrue on the Series C Preferred Stock or the shares of Common Stock issuable upon conversion thereof.

Liquidation Preference. The Series C Preferred Stock ranks senior to the Common Stock and to any class or series of capital stock created in the future that by its terms ranks junior to the Series C Preferred Stock, and on parity with any class or series of capital stock created in the future that by its terms ranks on parity with the Series C Preferred Stock, with respect to distributions upon any liquidation, dissolution or winding up of the Company. Upon any such event, each holder of Series C Preferred Stock is entitled to receive, prior and in preference to any distribution to the holders of Common Stock and junior securities, an amount per share equal to the greater of (i) the Stated Value and (ii) the amount that would have been payable had such share been converted into Common Stock immediately prior to such event. A change in control, merger or consolidation of the Company, or a sale of all or substantially all of its assets, will not, in and of itself, be deemed a liquidation, dissolution or winding up.

Voting Rights; Protective Provisions. Until the Series C Preferred Stock is converted into Common Stock, and except as otherwise required by the General Corporation Law of the State of Delaware, the holders of Series C Preferred Stock are not entitled to vote on matters submitted to the holders of Common Stock. Following the date on which the Series C Preferred Stock becomes convertible, the holders of Series C Preferred Stock are entitled to vote together with the holders of Common Stock as a single class on an as-converted basis. In addition, so long as any shares of Series C Preferred Stock are outstanding, the Company may not, without the approval of the holders of a majority of the then-outstanding shares of Series C Preferred Stock (the "Requisite Holders"), (i) alter or change the powers, preferences or rights of the Series C Preferred Stock or amend the Certificate of Designation in a manner that adversely affects the Series C Preferred Stock, (ii) amend the Company's certificate of incorporation or bylaws, or file any certificate of designation for any series of preferred stock, in a manner that would adversely affect the preferences, rights, privileges or powers of the Series C Preferred Stock, whether by amendment, merger, consolidation, recapitalization, reclassification or otherwise, (iii) authorize or issue, or obligate itself to issue, any equity security senior to, or on parity with, the Series C Preferred Stock as to dividend rights, redemption rights or liquidation preference, or (iv) enter into any agreement with respect to any of the foregoing.

Conversion. Effective at 5:00 p.m. Eastern Time on the first trading day following receipt of Stockholder Approval, each outstanding share of Series C Preferred Stock will automatically convert into the number of shares of Common Stock equal to the Stated Value divided by the conversion price then in effect, which is initially \$6.00 per share (the “Conversion Price”), or one share of Common Stock for each share of Series C Preferred Stock at the initial Conversion Price. The Conversion Price may not be reduced below \$0.50 per share (the “Floor Price”). For purposes of the Certificate of Designation, Stockholder Approval includes the approval of the proposals required under Nasdaq Listing Rules 5635(a), 5635(b) and 5635(d) in connection with the transactions contemplated by the Purchase Agreement, including the conversion of the Series C Preferred Stock, the conversion of the H Capital Convertible Note, any issuances pursuant to an ELOC and any reverse stock split necessary to achieve a \$4.00 initial listing bid price. In no event will the Series C Preferred Stock convert into Common Stock prior to receipt of Stockholder Approval or in excess of the “Maximum Number of Conversion Shares,” which, until receipt of Stockholder Approval, is equal to 19.99% of the number of shares of Common Stock outstanding as of the date of initial issuance of the Series C Preferred Stock (including the shares of Common Stock issued at the Closing and the shares of Common Stock issuable upon conversion of the H Capital Convertible Note), subject to adjustment for stock splits and similar events, but not to exceed 138,000,000 shares of Common Stock. This limitation will automatically terminate upon receipt of Stockholder Approval. No fractional shares will be issued upon conversion, and the Company will, at its election, pay cash or round up to the next whole share in lieu of any fractional share.

Adjustments; Anti-Dilution. The Conversion Price is subject to proportionate adjustment for stock splits, combinations, stock dividends and similar events, and the Series C Preferred Stock is subject to customary provisions in the event of a reorganization, reclassification, merger or consolidation. In addition, if, while any shares of Series C Preferred Stock are outstanding, the Company or any subsidiary issues or sells (or announces the issuance or sale of) Common Stock or securities convertible into or exercisable for Common Stock at an effective price per share less than the Conversion Price then in effect (a “Dilutive Issuance”), the Conversion Price will be reduced on a weighted-average basis pursuant to the formula set forth in the Certificate of Designation, subject to the Floor Price. Dilutive Issuances do not include certain “Exempt Issuances,” including (i) issuances under equity plans approved by a majority of the non-employee directors, (ii) issuances upon the exercise or conversion of securities outstanding on the date of the Certificate of Designation that have not been amended to increase the number of shares or reduce the exercise or conversion price, (iii) securities issued in acquisitions or strategic transactions approved by a majority of the Company’s disinterested directors, (iv) securities issued in connection with the transactions contemplated by the Purchase Agreement, including the H Capital Convertible Note and issuances under an ELOC on the terms contemplated by the Purchase Agreement as of the Closing Date, and (v) securities issued for capital-raising purposes with the consent of the Requisite Holders, provided that no issuance will constitute an Exempt Issuance to the extent it requires BladeRanger’s prior written consent under the Purchase Agreement and such consent has not been obtained.

Anti-Dilution Covenant. From the Closing until all outstanding shares of Series C Preferred Stock are convertible into Common Stock, the Company may not issue, or enter into any agreement to issue, any equity or equity-linked securities (including convertible notes, warrants and options) without the prior written consent of the Requisite Holders, other than Exempt Issuances, and without limiting BladeRanger’s consent rights under the Purchase Agreement.

Director Designation Right. BladeRanger has the right, but not the obligation, to designate one individual (the “Preferred Investor Designee”) to be nominated, elected or appointed to the Board. The Certificate of Designation provides that the Board will consist of seven directors, four of whom will be “independent” under Nasdaq listing standards, and requires the Company to take all necessary action to cause the Preferred Investor Designee to be nominated for election or appointed to the Board promptly following the Closing. The Preferred Investor Designee must satisfy all qualifications applicable to directors generally, satisfy applicable Nasdaq independence requirements to the extent required for committee membership, and not be subject to specified disqualifying events. The Preferred Investor Designee may be removed only by BladeRanger, and BladeRanger has the exclusive right to designate a replacement to fill any vacancy. These rights continue during the Designation Period (for so long as BladeRanger and its affiliates collectively hold at least 10% of the outstanding Common Stock on an as-converted basis) and will not terminate solely as a result of the conversion of the Series C Preferred Stock into Common Stock.

Reservation of Shares; Amendment; Other. The Company is required to reserve a sufficient number of authorized but unissued shares of Common Stock to effect the conversion of all outstanding shares of Series C Preferred Stock and, if such number is insufficient, to take corporate action, including using best efforts to obtain stockholder approval of an amendment to its certificate of incorporation, to increase its authorized shares. The Series C Preferred Stock is not redeemable. Any provision of the Certificate of Designation may be waived by the Requisite Holders, and the Certificate of Designation may be amended only with the written consent of the Requisite Holders and the Company. Shares of Series C Preferred Stock that are converted or otherwise acquired by the Company will be retired and may not be reissued as Series C Preferred Stock.

The foregoing description of the Certificate of Designation does not purport to be complete and is qualified in its entirety by reference to the full text of the Certificate of Designation, a copy of which is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On October 12, 2026, the Company issued a press release announcing the completion of the Acquisition. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information in this Item 7.01 (including Exhibit 99.1) is being furnished pursuant to General Instruction B.2 of Form 8-K 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 subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing made by the Company under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such filing.

Important Information for Stockholders

In connection with the proposed transactions, the Company intends to file a proxy statement with the SEC. The Company also plans to file other documents with the SEC regarding the proposed transactions. After the proxy statement has been cleared by the SEC, a definitive proxy statement will be filed with the SEC and mailed to the stockholders of record of the Company. The Board will set the record date prior to mailing the definitive proxy statement. STOCKHOLDERS OF THE COMPANY ARE URGED TO CAREFULLY READ THE PROXY STATEMENT (INCLUDING ALL AMENDMENTS AND SUPPLEMENTS THERETO) AND OTHER DOCUMENTS RELATING TO THE PROPOSED TRANSACTIONS THAT WILL BE FILED WITH THE SEC IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTIONS. Stockholders will be able to obtain free copies of the proxy statement and other documents containing important information about the Company once such documents are filed with the SEC, through the website maintained by the SEC at <http://www.sec.gov>.

Participants in the Solicitation

The Company and its executive officers, directors, other members of management and employees may be deemed, under SEC rules, to be participants in the solicitation of proxies from the Company’s stockholders with respect to the proposed transactions. Information regarding the executive officers and directors of the Company is set forth in the Company’s definitive proxy statement for the Company’s 2026 annual meeting of stockholders filed with the SEC on April 17, 2026 and in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2025 filed with the SEC on March 11, 2026. More detailed information regarding the identity of potential participants, and their direct or indirect interests, by securities holdings or otherwise, will be set forth in the proxy statement and other materials to be filed with the SEC in connection with the transactions contemplated by the Purchase Agreement.

No Offer or Solicitation

This Current Report on Form 8-K is not a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the proposed transactions and shall not constitute an offer to sell or a solicitation of an offer to buy any securities, nor shall there be any sale of securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such state or jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of the Securities Act.

Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical facts included in this report that address activities, events or developments that we expect, believe or anticipate will or may occur in the future are forward-looking statements. Examples of these forward-looking statements include statements concerning the Acquisition and the anticipated benefits thereof, the receipt of Stockholder Approval, the conversion of the Series C Preferred Stock and the Envoy Convertible Note, the Blink Distribution, the filing and effectiveness of registration statements, the integration of Envoy's business, the Company's stockholders' equity and its ability to regain and maintain compliance with Nasdaq's continued listing requirements, and the timing of completing the proposed transactions. These forward-looking statements are based on management's current expectations and beliefs and are subject to a number of risks and uncertainties and other factors, all of which are difficult to predict and many of which are beyond our control and could cause actual results to differ materially and adversely from those described in the forward-looking statements.

These risks and uncertainties include, among others: the risk that Stockholder Approval may not be obtained on the anticipated timeline or at all; the risk that the registration statements contemplated by the Registration Rights Agreement and the Purchase Agreement may not be filed or declared effective on the anticipated timeline or at all, including as a result of delays in the preparation of the financial statements of Envoy required by Rule 3-05 of Regulation S-X; the risk that the Blink Conversion Conditions may not be satisfied, that the Envoy Convertible Note may remain outstanding, or that Blink may exercise its rights under the Envoy Convertible Note, including upon maturity or an event of default; the dilution to existing stockholders that will result from the conversion of the Series C Preferred Stock and the Envoy Convertible Note and from any Forced Conversion, and the fact that, following such conversions, BladeRanger is expected to hold a majority of the outstanding Common Stock; the effect of the rights, preferences and protective provisions of the Series C Preferred Stock and the covenants in the Purchase Agreement, including the restrictions on the Company's ability to issue additional equity securities and the Company's obligations to fund Envoy's operations; the risk that Nasdaq may not accept the Company's evidence of compliance with its stockholders' equity requirement or that the Company may be unable to regain or maintain compliance with Nasdaq's continued listing requirements; the risk that the Company may not successfully integrate Envoy's business or realize the anticipated benefits of the Acquisition; the risk that the Acquisition and the related transactions, and the announcement of the same, could have an adverse effect on the ability of the Company to retain and hire key personnel and maintain relationships with partners, suppliers, customers, employees, stockholders and other business relationships and on its operating results and business generally; the risk that the transactions could divert the attention and time of the Company's management; the risk of any unexpected costs or expenses resulting from the transactions; the risk of any litigation relating thereto; the risk that additional financing may not be available on acceptable terms or at all; the uncertainties and variables inherent in business, operating and financial performance; our ability to continue as a going concern; and other factors discussed in the "Risk Factors" section of our most recent periodic reports filed with the SEC, all of which you may obtain for free on the SEC's website at www.sec.gov.

Although we believe that the expectations reflected in our forward-looking statements are reasonable, we do not know whether our expectations will prove correct. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof, even if subsequently made available by us on our website or otherwise. We do not undertake any obligation to update, amend or clarify these forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Businesses or Funds Acquired.

The financial statements of Envoy required by Item 9.01(a) of Form 8-K will be filed by amendment to this Current Report on Form 8-K not later than 71 calendar days after the date on which this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information.

The pro forma financial information required by Item 9.01(b) of Form 8-K will be filed by amendment to this Current Report on Form 8-K not later than 71 calendar days after the date on which this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

Exhibit Number	Description
3.1*	<u>Certificate of Designation of Preferences and Rights of Series C Convertible Non-Redeemable Preferred Stock of CID HoldCo, Inc., filed with the Secretary of State of the State of Delaware on October 9, 2026.</u>
10.1**	<u>Securities Purchase Agreement, dated as of September 25, 2026, by and among CID HoldCo, Inc., BladeRanger Ltd. and Envoy Technologies, Inc. (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on September 29, 2026).</u>
10.2	<u>First Amendment to Securities Purchase Agreement, dated as of October 9, 2026, by and among CID HoldCo, Inc., BladeRanger Ltd., Envoy Technologies, Inc. and, solely with respect to the provisions expressly applicable to it, Blink Charging Co.</u>
10.3	<u>Limited Joinder and Acknowledgement Agreement, dated as of October 9, 2026, executed by Blink Charging Co. and acknowledged and accepted by CID HoldCo, Inc., BladeRanger Ltd. and Envoy Technologies, Inc.</u>
10.4	<u>First Amendment to Convertible Promissory Note, dated as of October 9, 2026, by and among Envoy Technologies, Inc., Blink Charging Co., CID HoldCo, Inc. and, solely with respect to the provisions expressly applicable to it, BladeRanger Ltd.</u>
10.5*	<u>Registration Rights Agreement, dated as of October 9, 2026, by and among CID HoldCo, Inc., BladeRanger Ltd. and each of the investors identified on Annex A thereto.</u>
10.6*	<u>Form of Voting Agreement, dated as of October 9, 2026, by and among CID HoldCo, Inc. and the stockholders listed on Exhibit A thereto.</u>
99.1	<u>Press Release, dated October 12, 2026.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Certain identified information has been excluded from the exhibit pursuant to Item 601(a)(6) and/or Item 601(b)(10)(iv) of Regulation S-K.

** Certain exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The Company agrees to furnish supplementally a copy of any omitted exhibit or schedule to the U.S. Securities and Exchange Commission upon its request; however, the Company may request confidential treatment of omitted items.

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.

CID HoldCo, Inc.

Date: October 13, 2026

By: /s/ Edmund Nabrotzky

Edmund Nabrotzky

Chief Executive Officer

**CERTIFICATE OF DESIGNATION OF PREFERENCES
AND RIGHTS OF
SERIES C CONVERTIBLE NON-REDEEMABLE PREFERRED STOCK
OF
CID HOLDCO, INC.**

(Pursuant to Section 151 of the Delaware General Corporation Law)

CID HOLDCO, INC., a Delaware corporation (the “**Corporation**”), in accordance with the provisions of Section 103 of the General Corporation Law of the State of Delaware (the “**DGCL**”), does hereby certify that, in accordance with Section 151 of the DGCL, the following resolution was duly adopted by the Board of Directors of the Corporation (the “**Board of Directors**”) on October 6, 2026:

RESOLVED, pursuant to authority expressly set forth in the Amended and Restated Certificate of Incorporation of the Corporation, as amended (the “**Certificate of Incorporation**”), the issuance of a series of Preferred Stock, par value \$0.0001 per share (the “**Preferred Stock**”) designated as the Series C Convertible Non-Redeemable Preferred Stock, par value \$0.0001 per share, of the Corporation is hereby authorized and the number of shares, powers, designations, preferences and relative, participating, optional or other special rights of, and the qualifications, limitations or restrictions upon, the Series C Convertible Non-Redeemable Preferred Stock (in addition to any provisions set forth in the Certificate of Incorporation that are applicable to the Preferred Stock of all classes and series) are hereby fixed, and the Certificate of Designation of Preferences and Rights of Series C Convertible Non-Redeemable Preferred Stock (the “**Certificate of Designation**”) is hereby approved as follows:

Section 1. **Designation of Series C Convertible Non-Redeemable Preferred Stock**

- (a) **Designation of Amount.** 9,600,000 shares of Preferred Stock shall be, and hereby are, designated the “**Series C Convertible Non-Redeemable Preferred Stock**” (the “**Series C Preferred Stock**”), par value \$0.0001 per share.

Certain information indicated by [***] has been excluded from this Exhibit 3.1 because it is not material.

- (b) Subject to the requirements of the DGCL, the Certificate of Incorporation and this Certificate of Designation, the number of shares of Preferred Stock that are designated as Series C Preferred Stock may be increased or decreased by written resolution duly adopted by the Board of Directors, or a duly authorized committee thereof, and the filing of an amendment to this Certificate of Designation pursuant to the provisions of the DGCL stating that such increase or decrease, as applicable, has been so authorized; provided, that no decrease shall reduce the number of shares of Series C Preferred Stock to a number less than the number of such shares then outstanding. Any shares of Series C Preferred Stock converted, purchased or otherwise acquired by the Corporation in any manner whatsoever shall, automatically and without further action, be retired and canceled promptly after the acquisition thereof, and shall become authorized but unissued shares of Preferred Stock and may not be reissued as shares of Series C Preferred Stock, and the Corporation shall take such action as may be necessary to reduce the number of authorized shares of the Series C Preferred Stock, and such shares may be reissued as part of a new series of any class or series of Preferred Stock in accordance with the Certificate of Incorporation.

Section 2. **Certain Definitions**

“Affiliate” means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act of 1933, as amended.

“Base Share Price” shall have the meaning set forth in Section 6(c).

“BladeRanger” shall mean BladeRanger Ltd., a company organized under the laws of the State of Israel (TASE: BLRN).

“Blink” shall mean Blink Charging Co., a Nevada corporation.

“Board of Directors” shall have the meaning set forth in the preamble to this Certificate of Designation.

“Business Day” shall mean any day other than Saturday, Sunday or other day on which commercial banks in the City of New York are authorized or required by law to remain closed.

“Bylaws” shall mean the Bylaws of the Corporation, as amended from time to time in accordance with their terms and the terms of the Certificate of Incorporation.

“Certificate of Incorporation” shall have the meaning set forth in the preamble to this Certificate of Designation.

“Common Stock” shall mean the common stock, par value \$0.0001 per share, of the Corporation.

“Common Stock Equivalents” shall mean any securities of the Corporation or any Subsidiary which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

“**Conversion Date**” shall have the meaning set forth in Section 6(a).

“**Conversion Price**” shall mean \$6.00 per share, subject to adjustment from time to time in accordance with Section 6(d) and Section 6(e), but shall never be less than the Floor Price.

“**Conversion Shares**” shall have the meaning set forth in Section 6(a).

“**Conversion Time**” shall have the meaning set forth in Section 6(a).

“**Converted Stock**” shall have the meaning set forth in Section 6(a).

“**Corporation**” shall have the meaning set forth in the preamble to this Certificate of Designation.

“**DGCL**” shall have the meaning set forth in the preamble to this Certificate of Designation.

“**Dilutive Issuance**” shall have the meaning set forth in Section 6(e).

“**Dissolution**” shall have the meaning set forth in Section 5(a).

“**Envoy**” shall mean Envoy Technologies, Inc., a Delaware corporation.

“**Exchange Act**” shall mean the U.S. Securities Exchange Act of 1934, as amended.

“**Exempt Issuance**” shall have the meaning set forth in Section 6(f).

“**Floor Price**” shall mean \$0.50 per share, which is the minimum price at which the Series C Preferred Stock may be convertible or converted into Common Stock.

“**H Capital Convertible Note**” shall mean that certain unsecured convertible promissory note in the principal amount of \$550,000 issued by the Corporation to H Capital Ventures Management Consultancies Co. LLC, bearing interest at a rate of 8% per annum, with a six-month maturity, convertible into shares of Common Stock at a conversion price equal to the lower of \$1.50 per share and 90% of the 10-day volume-weighted average price of the Common Stock (subject to a floor of \$0.50 per share).

“**Holder**” means any holder of Series C Preferred Stock, all of such holders being the “**Holders**.”

“**Junior Securities**” shall have the meaning set forth in Section 5(a).

“**Maximum Number of Conversion Shares**” shall equal, until receipt of Stockholder Approval, 19.99% of the number of shares of Common Stock outstanding as of the date of initial issuance of the Series C Preferred Stock (including the shares of Common Stock issued at the Closing (as defined in the SPA) and the shares of Common Stock issuable upon conversion of the H Capital Convertible Note) (such limitation, the “**Series C Blocker**”), subject to adjustment for such additional shares of Common Stock that may be issued for stock splits, stock dividends, stock combinations, recapitalizations or other similar events, but shall not exceed 138,000,000 shares of Common Stock; provided, however, that upon receipt of Stockholder Approval, the Series C Blocker shall automatically terminate and cease to apply.

“**Parity Securities**” shall have the meaning set forth in Section 5(a).

“**Person**” shall mean any individual, partnership, company, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or agency or political subdivision thereof, or other entity.

“**Preferred Investor Designee**” shall have the meaning set forth in Section 8(a).

“**Preferred Stock**” shall have the meaning set forth in the preamble to this Certificate of Designation.

“**Reference Price**” shall mean \$6.00 per share, being the price per share of Series C Preferred Stock.

“**Requisite Holders**” shall mean the holders of a majority of the then outstanding shares of Series C Preferred Stock.

“**Securities Act**” shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**Series C Blocker**” shall have the meaning set forth in the definition of “Maximum Number of Conversion Shares” in this Section 2.

“**Series C Preferred Stock**” shall have the meaning set forth in Section 1(a).

“**SPA**” shall mean that certain Securities Purchase Agreement, dated as of September 25, 2026, with BladeRanger and Envoy, as amended by the Amendment to Securities Purchase Agreement, dated as of October 9, 2026, and including any Joinder Agreement of Blink, pursuant to which Blink became a party thereto on the terms set forth therein (as may be further amended, restated, supplemented or otherwise modified from time to time in accordance with its terms).

“**Stated Value**” shall mean the per share stated value for a share of Series C Preferred Stock of \$6.00, subject to adjustment in the event of any stock dividend, stock split, combination, reorganization, recapitalization, reclassification, or other similar event with respect to the Series C Preferred Stock.

“**Stock Dividend Event**” shall have the meaning set forth in Section 6(d)(iii).

“**Stockholder Approval**” shall mean the approval by the stockholders of the Corporation of the proposals required under Nasdaq Listing Rules 5635(a), 5635(b) and 5635(d) in connection with the transactions contemplated by the SPA, including the conversion of the Series C Preferred Stock into Common Stock, the change of control implications under Nasdaq Rule 5635(a), (b) and (d), the conversion of the H Capital Convertible Note, any issuances pursuant to any ELOC (as defined in the SPA), and any reverse stock split necessary to achieve a \$4.00 initial listing bid price.

“**Subsidiary**” means any corporation, partnership, limited liability company or other legal entity in which the Corporation directly or indirectly owns or controls more than fifty percent (50%) of the voting power or economic interests.

“**Trading Day**” means a day on which the principal Trading Market is open for trading.

“**Trading Market**” means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, or the OTC Markets (or any successors to any of the foregoing).

Section 3. **Voting Rights**

(a) **Non-Voting Stock**

Until the Series C Preferred Stock are converted into Common Stock in accordance with Section 6 hereof, or except as otherwise provided by the DGCL, other applicable law or as provided in this Certificate of Designation, the holders of Series C Preferred Stock shall not be entitled to vote (or render written consents) on any matter submitted for a vote of (or written consents in lieu of a vote as permitted by the DGCL, the Certificate of Incorporation and the Bylaws) holders of Common Stock. Following the date on which the Series C Preferred Stock are convertible under Section 6 hereof, except as otherwise provided herein or as required by applicable law, Holders of the Series C Preferred Stock shall be entitled to vote with holders of the Common Stock on all matters that such holders of Common Stock are entitled to vote upon, in the same manner and with the same effect as the holders of Common Stock, voting together with the holders of Common Stock as a single class. Each share of Series C Preferred Stock shall entitle the Holder thereof to cast that number of votes per share of Series C Preferred Stock on an as converted to Common Stock basis. Notwithstanding the foregoing, to the extent that under the DGCL the vote of the holders of the Series C Preferred Stock, voting separately as a class or series, as applicable, is required to authorize a given action of the Corporation, the affirmative vote or consent of the Requisite Holders, voting together in the aggregate and not in separate series unless required under the DGCL, represented at a duly held meeting at which a quorum is present or by written consent of the Requisite Holders (except as otherwise may be required under the DGCL), shall constitute the approval of such action by the class or the series, as applicable. For the avoidance of doubt, following the date on which the Series C Preferred Stock are convertible under Section 6 hereof, for purposes of determining the presence of a quorum at any meeting of the stockholders of the Corporation at which the shares of Series C Preferred Stock are entitled to vote, the number of shares of Series C Preferred Stock and votes represented by such shares shall be counted on an as converted to Common Stock basis. Following the date on which the Series C Preferred Stock are convertible under Section 6 hereof, Holders of the Series C Preferred Stock shall be entitled to written notice of all stockholder meetings or written consents (and copies of proxy materials and other information sent to stockholders) with respect to which they would be entitled to vote, which notice would be provided pursuant to the Bylaws and the DGCL.

(b) **Limited Voting Rights**

So long as any shares of Series C Preferred Stock are outstanding, the Corporation shall not, without first obtaining the approval of the Requisite Holders:

- (i) alter, repeal or change the powers, preferences or rights of the Series C Preferred Stock or alter or amend this Certificate of Designation so as to adversely affect the Series C Preferred Stock;
- (ii) supplement, amend, restate, repeal, or waive any provision of the Certificate of Incorporation or Bylaws, or file any certificate of amendment, certificate of designation, preferences, limitations and relative rights of any series of preferred stock, if such action would adversely alter or change the preferences, rights, privileges or powers of, or restrictions provided for the benefit of the Series C Preferred Stock, regardless of whether any of the foregoing actions shall be by means of amendment to the Certificate of Incorporation or by merger, consolidation, recapitalization, reclassification, conversion or otherwise;
- (iii) authorize or issue, or obligate itself to issue, any equity security senior to, or pari passu with, the Series C Preferred Stock as to dividend rights, redemption rights or liquidation preferences; or
- (iv) enter into any agreement with respect to any of the foregoing.

Section 4. **Dividends**

The shares of Series C Preferred Stock shall not have or confer, and the holders of the outstanding shares of Series C Preferred Stock shall not have, any right or entitlement to receive or otherwise participate in any dividend or distribution declared or paid by the Board of Directors or the Corporation, and no dividend shall accrue or be payable on any shares of Series C Preferred Stock or the Conversion Shares.

Section 5. **Liquidation Preference**

(a) **Ranking**

The Series C Preferred Stock shall rank (i) senior to all of the Common Stock; (ii) senior to any class or series of capital stock of the Corporation hereafter created specifically ranking by its terms junior to the Series C Preferred Stock (“**Junior Securities**”); and (iii) on parity with any other class or series of capital stock of the Corporation hereafter created specifically ranking by its terms on parity with the Series C Preferred Stock (“**Parity Securities**”), in each case, as to distributions of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily (each, a “**Dissolution**”).

(b) **Distribution to Series C Preferred Stock and Parity Securities**

Upon a Dissolution, each Holder shall be entitled to receive, prior and in preference to any distributions of any of the assets or surplus funds of the Corporation (other than distributions that would otherwise constitute dividends) to the holders of the Common Stock and Junior Securities and pari passu with any distribution to the holders of Parity Securities, an amount per share of Series C Preferred Stock held by such Holder equal to the greater of (i) the Stated Value, or (ii) such amount per share as would have been payable had all shares of Series C Preferred Stock been converted into Common Stock pursuant to Section 6 at the then applicable Conversion Price immediately prior to such Dissolution. If, upon any such Dissolution, the assets of the Corporation shall be insufficient to pay the holders of shares of the Series C Preferred Stock the amount required under the preceding sentence, the holders of shares of Series C Preferred Stock and the holders of shares of Parity Securities shall share in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares of Series C Preferred Stock and any Parity Securities held by them upon such distribution if all amounts payable on or with respect to such shares of Series C Preferred Stock and Parity Securities were paid in full. For the avoidance of doubt, but without limiting the foregoing, neither a change in control of the Corporation, the merger or consolidation of the Corporation with or into any other entity, nor the sale, lease, exchange or other disposition of all or substantially all of the Corporation’s assets shall, in and of itself, be deemed to constitute a Dissolution.

Section 6. **Conversion Rights**

(a) **General**

Effective at 5:00 pm Eastern Time (the “**Conversion Time**”) on the first Trading Day following receipt of Stockholder Approval (the “**Conversion Date**”), subject to adjustment as provided in Section 6(d), each outstanding share of Series C Preferred Stock shall automatically convert into that number of fully paid and nonassessable shares of Common Stock equal to the number obtained by dividing (i) the Stated Value of such Series C Preferred Stock by (ii) the Conversion Price in effect at the Conversion Time (determined as provided in this Section 6) (any such shares, “**Conversion Shares**”). The shares of Series C Preferred Stock that are converted pursuant to this Section 6(a) are referred to as the “**Converted Stock**.” Upon receipt of Stockholder Approval, the Series C Blocker shall cease to apply. In no event shall the Series C Preferred Stock convert into shares of Common Stock prior to the Stockholder Approval or in excess of the Maximum Number of Conversion Shares.

(b) **Fractions of Shares**

Fractional shares of Common Stock may not be issued in connection with any conversion of the Series C Preferred Stock. As to any fraction of a share which a Holder would otherwise be entitled to receive upon such conversion, the Corporation shall, at its election, either (i) pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or (ii) round up to the next whole share.

(c) **Conversion Mechanics**

- (i) General. The Converted Stock shall be automatically canceled upon the automatic conversion of the shares of Series C Preferred Stock pursuant to Section 6(a) and converted into the corresponding Conversion Shares, which shares shall be issued and delivered to the Holders pursuant to the terms of Section 6(c)(ii).
- (ii) Electronic Issuance. Not later than one (1) Trading Day after the Conversion Date, the Corporation shall, or shall cause its transfer agent to, register in book-entry form the corresponding Conversion Shares to which each Holder is entitled upon the automatic conversion of the shares of Series C Preferred Stock pursuant to Section 6(a) and deliver the same to the address of each such Holder as reflected in its books and records.
- (iii) Withholding Taxes. The Corporation shall be entitled to deduct and withhold any tax that is required to be deducted or withheld under applicable law from any amounts payable hereunder. Any tax so withheld or deducted and paid by the Corporation to the applicable governmental authority shall be treated for all purposes as having been paid to the Holder in respect of whom such deduction and withholding was made.

- (iv) Status as Stockholder. Upon the Conversion Date, (i) the shares of Series C Preferred Stock being converted shall be deemed converted into shares of Common Stock and (ii) the Holder's rights as a holder of such converted shares of Series C Preferred Stock shall cease and terminate, excepting only the right to receive statements reflecting their book-entry holdings for such shares of Common Stock.

(d) **Adjustments to Conversion Price**

- (i) Upon Subdivisions. If the Corporation at any time after the date of the initial issuance of the Series C Preferred Stock subdivides (by any stock split, stock dividend, stock combination, recapitalization or other similar transaction) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and the number of shares of Common Stock obtainable upon conversion of shares of Series C Preferred Stock shall be proportionately increased, so that after such adjustment the Holder of any shares of Series C Preferred Stock shall be entitled to receive the aggregate number and kind of shares of Common Stock which, if such shares of Series C Preferred Stock had been converted immediately prior to such event, such Holder would have owned upon such conversion and been entitled to receive by virtue of such subdivision.
- (ii) Upon Combinations. If the Corporation at any time after the date of the initial issuance of the Series C Preferred Stock combines (by any stock split, stock dividend, stock combination, recapitalization or other similar transaction) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased, and the number of shares of Common Stock obtainable upon conversion of shares of Series C Preferred Stock shall be proportionately decreased, so that after such adjustment the Holder of any shares of Series C Preferred Stock shall be entitled to receive the aggregate number and kind of shares of Common Stock which, if such shares of Series C Preferred Stock had been converted immediately prior to such event, such Holder would have owned upon such conversion and been entitled to receive by virtue of such combination.
- (iii) Stock Dividends. If the Corporation at any time after the date of the initial issuance of the Series C Preferred Stock issues or distributes a dividend or other distribution payable in additional shares of Common Stock or in any right, warrant or other security convertible into or exchangeable for shares of Common Stock to all holders (or all record holders) of Common Stock (a "**Stock Dividend Event**"), then the Conversion Price shall be decreased, effective immediately after the close of business on the record date for the determination of holders of Common Stock entitled to receive such additional shares, to the price determined by multiplying the Conversion Price then in effect by a fraction (x) the numerator of which is the number of shares of Common Stock outstanding immediately before such Stock Dividend Event and (y) the denominator of which is the number of shares of Common Stock outstanding immediately after such Stock Dividend Event. For the avoidance of doubt, no dividend or distribution of any shares of Series C Preferred Stock or Common Stock by or on behalf of any Holder shall constitute a Stock Dividend Event or result in an adjustment to the Conversion Price pursuant to this Section 6(d)(iii).

(iv) Reorganization, Reclassification, Merger or Consolidation. In case of any capital reorganization of the Corporation, any reclassification of the Common Stock (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a stock dividend or subdivision, split-up or combination of shares), or any consolidation or merger of the Corporation with or into another corporation (where the Corporation is not the surviving corporation or where there is a change in or distribution with respect to the Common Stock), each share of Series C Preferred Stock shall after such reorganization, reclassification, consolidation, or merger be convertible into the kind and number of shares of stock or other securities or property to which a holder of the number of shares of Common Stock deliverable upon conversion of such share of Series C Preferred Stock would have been entitled upon such reorganization, reclassification, consolidation or merger had such share of Series C Preferred Stock been converted into Common Stock immediately prior to such reorganization, reclassification, consolidation or merger; and, in any such case, appropriate provision (as determined by the Board of Directors in good faith) shall be made with respect to the rights and interests of the Holders of the Series C Preferred Stock to the end that the provisions of this Section 6 (including provisions for the adjustment of the Conversion Price and the number of shares issuable upon conversion of the Series C Preferred Stock) shall thereafter be applicable, as nearly as practicable, in relation to any shares of stock or other securities or property thereafter deliverable upon the conversion of the Series C Preferred Stock. The Corporation shall not effect any such reorganization, reclassification, consolidation or merger unless, prior to the consummation thereof, the successor corporation (if other than the Corporation) resulting from such consolidation or merger or the corporation purchasing or otherwise acquiring such assets or other appropriate corporation or entity shall assume, by written instrument reasonably satisfactory in form to the Requisite Holders, the obligation to deliver to the Holders of the Series C Preferred Stock such shares of stock, securities, or assets as, in accordance with the foregoing provisions, such Holders may be entitled to receive, and the other obligations under this Certificate of Designation.

(e) Subsequent Equity Sales; Dilutive Issuance.

If the Corporation or any Subsidiary thereof, at any time while shares of Series C Preferred Stock are outstanding, shall sell or grant any option to purchase, or sell or grant any right to reprice, or otherwise dispose of or issue (or announce any offer, sale, grant or any option to purchase or other disposition) any Common Stock or Common Stock Equivalents, at an effective price per share less than the Conversion Price then in effect (such lower price, the “**Base Share Price**”, and each such issuance, a “**Dilutive Issuance**”) (the foregoing shall not include any Exempt Issuance), then simultaneously with the consummation (or, if earlier, the announcement) of each Dilutive Issuance, the Conversion Price shall be adjusted pursuant to the following formula:

$$CP2 = CP1 \times (A + B) \div (A + C)$$

where:

CP2 = the Conversion Price in effect immediately after such Dilutive Issuance;

CP1 = the Conversion Price in effect immediately prior to such Dilutive Issuance;

A = the number of shares of Common Stock outstanding immediately prior to such Dilutive Issuance (including shares of Common Stock issuable upon conversion or exercise of all then-outstanding convertible or exercisable securities, including the Series C Preferred Stock);

B = the number of additional shares of Common Stock which would have been issued if such shares of Common Stock or Common Stock Equivalents had been issued at a price per share equal to CP1 (i.e., the aggregate consideration received by the Corporation for such Dilutive Issuance divided by CP1); and

C = the number of additional shares of Common Stock actually issued or issuable in connection with such Dilutive Issuance.

(f) Notwithstanding the foregoing, in no event shall the Conversion Price be reduced below the Floor Price. If such adjustment would cause the Conversion Price to fall below the Floor Price, the Conversion Price shall be reduced to the Floor Price instead. For all purposes of Section 6(e) and this Section 6(f), the term “**Exempt Issuance**” shall mean the issuance of (i) shares of Common Stock or options to employees, officers, directors or consultants of the Corporation pursuant to any stock or option plan duly adopted for such purpose by a majority of the non-employee members of the Board of Directors or a majority of the members of a committee of non-employee directors established for such purpose, (ii) shares of Common Stock upon the exercise or conversion of any securities of the Corporation outstanding as of the date hereof, provided that such securities have not been amended since the date hereof to increase the number of such shares of Common Stock or to decrease the exercise price or conversion price of such securities, (iii) securities issued pursuant to acquisitions or strategic transactions approved by a majority of the disinterested directors of the Corporation, (iv) securities issued in connection with the transactions contemplated by the SPA (including the issuance of the H Capital Convertible Note and any shares of Common Stock issuable or issued upon conversion thereof and any Common Stock or Common Stock Equivalents issuable or issued pursuant to an ELOC on the terms contemplated by the SPA as of the Closing Date (as defined in the SPA)), and (v) any Common Stock or Common Stock Equivalents issued for capital-raising purposes with the consent of the Requisite Holders. Notwithstanding the foregoing, unless such consent is obtained, no issuance shall constitute an Exempt Issuance to the extent such issuance requires the prior written consent of BladeRanger pursuant to Section 4.6 of the SPA. Neither the designation of an issuance as an Exempt Issuance nor any reference to an ELOC herein shall constitute BladeRanger’s consent to any issuance requiring its prior written consent under Section 4.6 of the SPA or limit its entitlement to additional shares thereunder

(g) **Notice of Adjustment of Conversion Price**

Whenever the Conversion Price is adjusted pursuant to this Section 6, the Corporation shall promptly deliver to each Holder a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment. In addition, if the Corporation shall at any time prior to the conversion of all of the Series C Preferred Stock propose (i) to declare any dividend or distribution on the Common Stock or to offer the holders of Common Stock any additional rights, (ii) to effect any reclassification or recapitalization of the Common Stock, or (iii) to merge or consolidate with or into any other corporation, or sell, lease or convey all or substantially all of its property or business, or to liquidate, dissolve or wind up, then, in connection with each such event, the Corporation shall deliver to each Holder at least twenty (20) days prior to the applicable record or effective date therefor, a notice stating (A) the date on which a record is to be taken for the purpose of such dividend, distribution, or rights, or, if a record is not to be taken, the date as of which the holders of record of Common Stock to be entitled to such dividend, distribution, or rights are to be determined, and (B) the date on which any such reclassification, recapitalization, reorganization, consolidation, merger, sale, transfer, dissolution, liquidation or winding up is expected to become effective, and the date as of which it is expected that holders of record of Common Stock shall be entitled to exchange their shares of Common Stock for securities, cash or other property deliverable upon such reclassification, recapitalization, reorganization, consolidation, merger, sale, transfer, dissolution, liquidation or winding up.

(h) **Corporation to Reserve Common Stock**

The Corporation shall at all times when the Series C Preferred Stock shall be outstanding reserve and keep available out of its authorized but unissued shares of Common Stock, for the purpose of effecting the conversion of the Series C Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series C Preferred Stock. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series C Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Series C Preferred Stock, the Corporation shall take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Conversion Price.

Section 7. **Waiver**

Notwithstanding anything to the contrary herein, any provisions of this Certificate of Designation may be waived on behalf of all of the holders of Series C Preferred Stock by the affirmative written consent or vote of the Requisite Holders.

Section 8. **Director Nomination Rights**

(a) **Director Designation**

BladeRanger shall have the right, but not the obligation, to designate one (1) individual (the “**Preferred Investor Designee**”) to be nominated, elected, or appointed to the Board of Directors as provided below in Section 8(b). The Board of Directors shall consist of seven (7) directors, of which four (4) shall be “independent” as defined under Nasdaq listing standards. The Corporation shall take all necessary action to cause the Preferred Investor Designee to be nominated for election or appointed, as applicable, to the Board of Directors promptly following the Closing (as defined in the SPA).

(b) **Qualifications and Compliance**

Any Preferred Investor Designee designated by BladeRanger must (i) satisfy all qualifications, legal requirements and policies applicable to members of the Board of Directors generally, including any requirements under the DGCL, applicable securities laws and stock exchange rules, (ii) to the extent required by applicable Nasdaq listing standards for committee membership, qualify as an “independent” director under such standards, and (iii) not be a Person who has been involved in any of the events enumerated in Item 2(d) or Item 2(e) of Schedule 13D under the Exchange Act or Item 401(f) of Regulation S-K under the Securities Act, or is subject to any order, judgment, or decree of any court of competent jurisdiction or governmental authority permanently or temporarily enjoining or otherwise limiting such Person from acting as an investment adviser, underwriter, broker, dealer, entity, or in any other capacity in the securities industry. The Corporation and BladeRanger shall cooperate in good faith to ensure that the Preferred Investor Designee meets all applicable qualifications and that the nomination and appointment process complies with applicable law and the Corporation’s organizational documents.

(c) **Removal and Vacancies**

Any Preferred Investor Designee (or any successor or replacement thereof) designated by BladeRanger pursuant to this Section 8 may be removed (with or without cause) only by BladeRanger. In the event of any vacancy in a directorship held by a Preferred Investor Designee (whether by reason of death, resignation, removal, or otherwise), BladeRanger shall have the exclusive right to designate a replacement director, subject to the qualification requirements of Section 8(b), to fill such vacancy, and the Corporation shall take all necessary action to cause such replacement director to be appointed promptly.

(d) **Termination of Rights**

The rights set forth in this Section 8 shall continue during the Designation Period (as defined in Section 4.7(a) of the SPA) and shall terminate upon the expiration of such Designation Period. For the avoidance of doubt, conversion of the Series C Preferred Stock into Common Stock shall not, in and of itself, terminate such rights.

Section 9. **Anti-Dilution Covenant**

From and after the Closing (as defined in the SPA) until such time as all outstanding shares of Series C Preferred Stock are convertible into shares of Common Stock (whether by reason of Stockholder Approval or otherwise), the Corporation shall not issue, or enter into any agreement, arrangement or understanding to issue, any equity securities or equity-linked securities (including, without limitation, convertible notes, warrants, options, or other rights to acquire equity securities) without the prior written consent of the Requisite Holders; provided, however, that the foregoing restriction shall not apply to any Exempt Issuance; provided, further, that nothing in this Section 9 shall limit or modify any consent or other rights of BladeRanger under the SPA, including with respect to any issuance requiring BladeRanger’s prior written consent pursuant thereto.

Section 10. **Amendments**

This Certificate of Designation may be amended only by the affirmative written consent of the Requisite Holders and the Corporation.

Section 11. **Notices**

Any and all notices or other communications or deliveries to be provided shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via electronic mail at the electronic mail address specified in this Section 11 prior to 6:30 p.m. (New York City time) on a Business Day, (b) the next Business Day after the date of transmission, if such notice or communication is delivered via electronic mail at the electronic mail address specified in this Section 11 on a day that is not a Business Day or later than 6:30 p.m. (New York City time) on any Business Day, (c) the Business Day following the date of deposit with a nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The addresses for such notices and communications shall be as set forth in the SPA or as subsequently modified by written notice given in accordance with this Section 11.

All notices to the Corporation shall be directed to:

CID HoldCo, Inc.
661 S Cameron St, Suite 100
Las Vegas, Nevada 89118
Attention: Chief Executive Officer
[* * *]

with a copy (which shall not constitute notice) to:

DLA Piper LLP (US)
One Atlantic Center
1201 West Peachtree Street, Suite 2900
Atlanta, GA 30309-3450
Attention: Gerry Williams and Penny Minna

Certain information indicated by [***] has been excluded from this Exhibit 3.1 because it is not material.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation to be duly executed by its Chief Executive Officer this 9th day of October, 2026.

CID HOLDCO, INC.

By: /s/ Edmund Nabrotzky

Name: Edmund S. Nabrotzky

Title: Chief Executive Officer

Certain information indicated by [***] has been excluded from this Exhibit 3.1 because it is not material.

FIRST AMENDMENT TO SECURITIES PURCHASE AGREEMENT

This First Amendment to Securities Purchase Agreement (this “**Amendment**”) is entered into as of October 9, 2026 (the “**Amendment Effective Date**”), by and among CID HoldCo, Inc., a Delaware corporation (the “**Buyer**”), BladeRanger Ltd. (TASE: BLRN), an Israeli company (“**BladeRanger**”), and Envoy Technologies, Inc., a Delaware corporation (the “**Company**”), and, solely with respect to the provisions expressly applicable to it, Blink Charging Co., a Nevada corporation (“**Blink**”). Capitalized terms used but not defined in this Amendment have the meanings given to such terms in the Original Agreement (as defined below).

RECITALS

WHEREAS, the Buyer, BladeRanger and the Company are parties to that certain Securities Purchase Agreement, dated as of September 25, 2026 (the “**Original Agreement**”), pursuant to which, among other things, the Buyer will acquire all of the outstanding capital stock of the Company, and the parties originally contemplated that the Envoy Convertible Note would convert into shares of common stock of the Company immediately prior to the Closing.

WHEREAS, Blink is the holder of the Envoy Convertible Note, which was issued by the Company pursuant to that certain Stock Purchase Agreement, dated as of June 5, 2026, and which provides for certain conversion and other rights in favor of Blink.

WHEREAS, the parties have agreed that the Envoy Convertible Note shall not convert prior to or in connection with the Closing, that Blink shall not transfer any shares of capital stock of the Company to the Buyer at the Closing and that the Envoy Convertible Note shall remain outstanding following the Closing, subject to the terms of an amendment thereto to be entered into by the Company, Blink and the Buyer (the “**Note Amendment**”).

WHEREAS, pursuant to the Note Amendment and the provisions of the Original Agreement as amended hereby, upon receipt of the requisite Stockholder Approval and the effectiveness of a registration statement covering the distribution of the shares of Common Stock issuable to Blink upon conversion of the Envoy Convertible Note, the Envoy Convertible Note shall convert into shares of Common Stock of the Buyer, which shares Blink shall distribute to its stockholders substantially concurrently with such conversion.

WHEREAS, the parties intend that, except as expressly provided in the Note Amendment, all rights and remedies under the Envoy Convertible Note, including those relating to conversion at maturity and following an Event of Default, shall remain in full force and effect for so long as any portion of the Envoy Convertible Note remains outstanding.

WHEREAS, the parties further intend that neither the conversion of the Envoy Convertible Note into Common Stock of the Buyer pursuant to the Note Amendment nor the distribution of such Common Stock to Blink’s stockholders shall cause Blink or any such stockholder to become subject to the Envoy Stockholders Agreement.

WHEREAS, pursuant to Section 6.4 of the Original Agreement, no provision of the Original Agreement may be amended except by a written instrument signed by the Buyer, on the one hand, and BladeRanger or Blink, on the other hand, provided that a Party not bound by or the subject of the provision is not required to sign; Blink is executing this Amendment solely with respect to the provisions expressly applicable to it.

WHEREAS, the parties hereto desire to amend the Original Agreement to, among other things, provide for the continued existence of the Envoy Convertible Note following the Closing, establish the conditions and mechanics for its subsequent conversion into Common Stock of the Buyer, provide for the distribution of such Common Stock to Blink's stockholders, preserve the rights and remedies of the parties under the Envoy Convertible Note pending conversion, eliminate the requirement for Blink to become a Seller or transfer Company Shares at the Closing, and address certain other rights and obligations of the parties, and otherwise amend the Original Agreement as set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. AMENDMENTS TO SECTION 1.1

(a) The definition of "Registration Rights Agreement" in Section 1.1 of the Original Agreement is hereby amended by inserting ", which form shall comply with Section 4.20" immediately after the words "at or prior to the Closing".

(b) The definition of "Registrable Securities" in Section 1.1 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“Registrable Securities” means (i) the shares of Common Stock issued or issuable upon conversion of the Series C Preferred Stock, (ii) the Blink Conversion Shares, which, for the avoidance of doubt, will include the Distributed Shares, and (iii) any shares of Common Stock issued or issuable with respect to the securities described in clauses (i) and (ii) as a result of any stock split, stock dividend, recapitalization, exchange or similar event; provided, however, that any such securities shall cease to be Registrable Securities at such time as they cease to constitute Registrable Securities pursuant to the Registration Rights Agreement.”

(c) Section 1.1 of the Original Agreement is hereby amended by adding, in appropriate alphabetical order, the following definitions:

“Blink Conversion Conditions” means the satisfaction of each of the following conditions: (i) Stockholder Approval shall have been obtained, including approval of the issuance of the Blink Conversion Shares to the extent required under the rules of the Trading Market, and (ii) a Registration Statement on Form S-1 (or such other form as may be available to the Buyer) covering the Blink Conversion Shares shall have been declared effective by the Commission and shall be effective and available for the transactions contemplated by Section 4.4(c).”

“Blink Conversion Date” means the first Business Day following the date on which the Blink Conversion Conditions have been satisfied, or such other date as Blink and the Buyer may agree in writing.”

“Blink Conversion Shares” means an aggregate of 2,166,667 shares of Common Stock issuable to Blink upon conversion of the Envoy Convertible Note pursuant to Section 4.4(b) and the Note Amendment or shares of Common Stock issuable upon conversion of any shares of Series C Preferred Stock that may be issued to Blink pursuant to Section 4.4(d) (if at all), subject to adjustment for stock splits, stock dividends, combinations, recapitalizations and similar events and to reduction in accordance with the Note Amendment to reflect any prior Forced Conversion.”

““Blink Distribution” shall have the meaning given such term in Section 4.4(c).”

““Distributed Shares” shall have the meaning given such term in Section 4.4(c).”

“Forced Conversion” shall have the meaning given such term in Section 4.4(d).

““Note Amendment” means the amendment to the Envoy Convertible Note entered into by the Company, Blink and the Buyer in connection with this Amendment, providing for the conversion of the Envoy Convertible Note into Common Stock of the Buyer upon satisfaction of the Blink Conversion Conditions, the Forced Conversion rights described in Section 4.4(d), and the preservation of rights under the Envoy Convertible Note except as expressly amended thereby.”

““Transition Services Arrangement” shall have the meaning given such term in Section 4.10.”

(d) The definition of “Envoy-Side Shares” in Section 1.1 of the Original Agreement is hereby amended and restated in its entirety as follows:

““Envoy-Side Shares” means an aggregate of 10,833,333 shares of Common Stock, calculated on an as-converted, fully diluted basis and subject to customary adjustments, consisting of (i) 233,543 shares of Common Stock issuable to BladeRanger at the Closing, (ii) 8,433,123 shares of Series C Preferred Stock issuable to BladeRanger at the Closing, and (iii) 2,166,167 Blink Conversion Shares issuable following the Closing in accordance with Section 4.4(b) and the Note Amendment. For the avoidance of doubt, the Blink Conversion Shares shall not be issued at the Closing.”

(e) The definition of “Yorkville SEPA” in Section 1.1 of the Original Agreement is hereby deleted in its entirety and replaced as follows with the new defined term “ELOC”:

““ELOC” means an equity line of credit agreement or similar agreement, that may include, but shall not be limited to, a standby equity purchase Agreement, whether with YA II PN, Ltd., White Lion or another provider of such financing providing for up to a facility of up to \$50,000,000 and may include convertible notes or warrants in connection with such financing.

The term “Yorkville SEPA” used in Section 4.6 of the Original Agreement is hereby amended to replace such term with the new defined term “ELOC.”

2. AMENDMENT TO SECTION 2.1

(a) Sections 2.1(a) and 2.1(b) of the Original Agreement are hereby deleted in their entirety and replaced with the following:

“(a) Upon the terms and subject to the conditions set forth herein, at the Closing, BladeRanger shall sell, convey, assign, transfer and deliver to the Buyer, and the Buyer shall purchase and acquire from BladeRanger, all of BladeRanger’s right, title and interest in and to the Company Shares (together with all rights appurtenant thereto), free and clear of all Liens (other than restrictions under the Securities Act or this Agreement or the Transaction Documents), in exchange for the issuance by the Buyer to BladeRanger of:

(i) 233,543 shares of Common Stock; and

(ii) 8,433,123 shares of Series C Preferred Stock.

(b) Notwithstanding anything to the contrary in this Agreement, the Envoy Convertible Note shall not convert prior to or in connection with the Closing, Blink shall not transfer any Company Shares or other equity securities of the Company to the Buyer at the Closing, and no Securities shall be issued to Blink at the Closing. The Envoy Convertible Note shall remain outstanding following the Closing, subject to the Note Amendment. Upon satisfaction of the Blink Conversion Conditions, the Envoy Convertible Note shall convert into the Blink Conversion Shares in accordance with Section 4.4(b) and the Note Amendment.

For the avoidance of doubt, the parties acknowledge that the aggregate economic allocation of the Envoy-Side Shares is based on the eighty percent (80%) and twenty percent (20%) economic interests of BladeRanger and Blink, respectively, as contemplated by the Original Agreement; provided, however, that Blink shall not be deemed a Seller of Company Shares or receive consideration at the Closing, and the timing, form and conditions of the issuance of the Blink Conversion Shares shall be governed exclusively by Section 4.4(b) and the Note Amendment.”

(a) Section 2.1(c) of the Original Agreement is hereby amended by replacing the reference to the aggregate consideration “to be issued by the Buyer in connection with the transactions contemplated by Section 2.1(a) and Section 2.1(b)” with “issuable by the Buyer to BladeRanger at the Closing and to Blink following the Closing pursuant to Section 4.4(b), in each case subject to the terms and conditions applicable thereto.”

3. AMENDMENT TO SECTION 2.3

Section 2.3 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“2.3 Treatment of Envoy Convertible Note at Closing. Notwithstanding anything to the contrary in this Agreement, the Envoy Convertible Note shall remain outstanding following the Closing and shall not be converted, cancelled, extinguished, satisfied or repaid solely as a result of the Closing or the consummation of the Contemplated Transactions. The rights and obligations of the Company and Blink under the Envoy Convertible Note shall continue in accordance with its terms, as amended by the Note Amendment. The Buyer and BladeRanger acknowledge and agree that no conversion of the Envoy Convertible Note, issuance of Company Shares to Blink, execution of a Joinder Agreement by Blink as a Seller, or transfer of Company Shares by Blink shall be required as a condition to the Closing.”

4. AMENDMENT TO SECTIONS 2.4 AND 2.5

(a) Section 2.4(a) of the Original Agreement is hereby amended to delete all references requiring the Buyer to deliver Securities to Blink at the Closing, and Section 2.4(a)(v) is hereby amended to refer solely to the Securities issuable to BladeRanger at the Closing.

(b) Section 2.4(b)(iii) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“(iii) as of the Closing, the Note Amendment, duly executed by the Company, Blink and the Buyer;”

(c) Section 2.4(b)(v) of the Original Agreement is hereby amended by deleting the requirement that Blink deliver an officer’s certificate in its capacity as a Seller.

(d) Sections 2.4(b)(vii) and (viii) of the Original Agreement are hereby amended to require execution of the Registration Rights Agreement and Voting Agreement, respectively, by BladeRanger and any other parties required thereunder, but not by Blink solely in its capacity as a Seller. Blink shall execute the Registration Rights Agreement solely to the extent necessary to give effect to its rights and obligations thereunder.

(e) Section 2.4(b)(ix) of the Original Agreement is hereby deleted in its entirety.

(f) Section 2.5(a)(vi) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“(vi) the Note Amendment shall have been duly executed and delivered by the parties thereto;”

(g) Section 2.5(a)(viii) of the Original Agreement is hereby deleted in its entirety. For the avoidance of doubt, neither Blink’s conversion of the Envoy Convertible Note nor its execution of a Joinder Agreement as a Seller shall constitute a condition to Closing, and neither BladeRanger nor the Company shall be required to exercise any drag-along right or other remedy against Blink for the purpose of compelling such conversion or joinder.

(h) All other references in Sections 2.4 and 2.5 to Blink as a Seller, to Company Shares held by Blink or to Securities issuable to Blink at the Closing are hereby deleted, except to the extent expressly required to give effect to Blink’s execution of the Note Amendment or the Registration Rights Agreement.

5. AMENDMENT TO SECTION 3.3

Section 3.3 of the Original Agreement is hereby amended by adding the following paragraph at the end thereof:

“Notwithstanding anything herein or in the Joinder Agreement to the contrary, the representations and warranties required to be made by Blink under this Agreement or any other Transaction Document in connection with the Contemplated Transactions shall be limited solely to representations and warranties regarding (i) Blink’s authority to enter into and perform its obligations under the applicable Transaction Documents, (ii) Blink’s ownership of and title to the Envoy Convertible Note, (iii) the absence of any assignment or transfer of the Envoy Convertible Note that would prevent Blink from performing its obligations under the Note Amendment, and (iv) the non-contravention of Blink’s execution, delivery and performance of the applicable Transaction Documents, in each case substantially as set forth in Sections 3.3(a) through 3.3(d) as modified to reflect Blink’s status as a noteholder rather than a Seller of Company Shares. Blink shall not be required to make any representation or warranty under this Agreement or any other Transaction Document in connection with the Contemplated Transactions other than the representations and warranties expressly permitted by this Section 3.3.”

6. AMENDMENT TO SECTION 4.3

The final paragraph of Section 4.3 of the Original Agreement is hereby amended by adding at the end thereof the following sentence:

“For the avoidance of doubt, the restrictions set forth in this Section 4.3 shall not apply to the Blink Distribution or to any subsequent transfer of Distributed Shares by the recipients thereof solely by reason of this Agreement; provided that all such transfers shall remain subject to applicable securities laws.”

7. AMENDMENT TO SECTION 4.4

Section 4.4(b) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“(b) **Blink Lock-Up; Conversion.**

(i) Subject to the terms and conditions of the Note Amendment, upon satisfaction of the Blink Conversion Conditions, the outstanding portion of the Envoy Convertible Note that has not previously been converted or otherwise satisfied shall automatically convert into the Blink Conversion Shares on the Blink Conversion Date, without any further action by Blink, the Company or the Buyer. The number of Blink Conversion Shares issuable upon such conversion shall be reduced, as provided in the Note Amendment, to reflect any prior Forced Conversion or other satisfaction of the Envoy Convertible Note.

(ii) On the Blink Conversion Date, the Buyer shall cause the Blink Conversion Shares to be duly authorized, validly issued, fully paid and nonassessable and delivered in book-entry form to Blink or, at Blink's direction, to its designated distribution agent, in each case in accordance with the instructions reasonably provided by Blink and the requirements of the Transfer Agent.

(iii) From and after the Blink Conversion Date and until the earlier of (A) the consummation of a Blink Distribution with respect to such Blink Conversion Shares in accordance with Section 4.4(c) and (B) the expiration of the period that would otherwise constitute the Blink Lock-Up Period under this Section 4.4(b), Blink shall not, directly or indirectly, offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale, or otherwise dispose of or transfer any Blink Conversion Shares or enter into any swap, hedge or other agreement or arrangement that transfers, in whole or in part, the economic consequences of ownership of the Blink Conversion Shares, other than pursuant to a Blink Distribution effected in accordance with Section 4.4(c).

For purposes of this Section 4.4(b), the "Blink Lock-Up Period" means the period commencing on the Blink Conversion Date and expiring on the earlier of (x) April 1, 2027 and (y) six (6) months following the Blink Conversion Date.

(iv) Upon consummation of a Blink Distribution in accordance with Section 4.4(c), the Distributed Shares shall cease to be subject to the restrictions set forth in this Section 4.4(b) in the hands of the recipients thereof, subject in all cases to applicable securities Laws and any restrictions independently applicable to such recipient.

(v) Subject to the Blink Conversion Conditions being satisfied and the Blink Conversion Date occurring not later than ten (10) Business Days prior to the expiration of the Blink Lock-Up Period, if Blink does not consummate a Blink Distribution with respect to any Blink Conversion Shares prior to expiration of the Blink Lock-Up Period, such Blink Conversion Shares shall thereafter be subject to the same leak-out restrictions applicable to BladeRanger under Section 4.4(a), mutatis mutandis, for so long as such restrictions remain applicable to BladeRanger.

(vi) The Buyer shall use its reasonable best efforts to obtain Stockholder Approval and cause the Registration Statement covering the Blink Distribution and the resale of the Distributed Shares to become effective as promptly as practicable following the Closing. The Buyer shall keep Blink reasonably informed regarding the status of such approval and registration process and shall promptly notify Blink upon satisfaction of each Blink Conversion Condition.

(vii) For the avoidance of doubt, receipt of Stockholder Approval alone shall not result in conversion of the Envoy Convertible Note unless the other Blink Conversion Conditions have also been satisfied. Until the Blink Conversion Date, the Envoy Convertible Note shall remain outstanding in accordance with its terms, as amended by the Note Amendment.

8. ADDITION OF NEW SECTIONS 4.4(c) AND 4.4(d)

Section 4.4 of the Original Agreement is hereby amended by adding the following new Sections 4.4(c) and 4.4(d) immediately following Section 4.4(b):

"(c) Blink Distribution.

(i) Subject to applicable Law, Blink shall, substantially concurrently with and in any event no later than ten (10) Business Days following the Blink Conversion Date, distribute all of the Blink Conversion Shares issued to it pursuant to Section 4.4(b) (the "Distributed Shares") to the holders of its common stock, pro rata based on their respective holdings of Blink common stock as of the applicable record date and for no consideration, by way of a dividend or other distribution in kind (the "Blink Distribution").

(ii) The Buyer shall cause the Registration Statement to cover the resale of the Blink Conversion Shares by the initial recipient thereof. The parties acknowledge that the effectiveness and availability of such Registration Statement are conditions to the conversion contemplated by Section 4.4(b), and the Buyer shall use its reasonable best efforts to maintain the effectiveness of the Registration Statement for the period required under the Registration Rights Agreement.

(iii) Blink shall provide the Buyer with reasonable advance written notice of the anticipated record date and distribution date for the Blink Distribution, together with the proposed distribution ratio, identity of the distribution agent and treatment of fractional shares. The parties shall cooperate in good faith to coordinate the Blink Conversion Date and Blink Distribution so that the Blink Conversion Shares may be distributed promptly following their issuance.

(iv) The Blink Distribution shall be made pro rata to all holders of record of Blink common stock as of the applicable record date, without payment of consideration by such holders. Blink shall comply with all applicable Laws in connection with the Blink Distribution, including the Securities Act, the Exchange Act, Regulation M, applicable Nevada corporate law and applicable exchange rules.

(v) Neither Blink nor any recipient of Distributed Shares shall be subject to the lock-up, leak-out or other contractual transfer restrictions set forth in Sections 4.3 or 4.4 solely by reason of the Blink Distribution or receipt of Distributed Shares, provided that all such shares and transfers shall remain subject to applicable securities Laws and any restrictions independently applicable to the relevant holder. No recipient shall be required to execute a joinder to this Agreement or the Envoy Stockholders Agreement solely as a result of receiving Distributed Shares.

(vi) Subject to applicable Law and the requirements of the Transfer Agent and DTC, the Buyer shall cooperate with the reasonable requests of Blink and its distribution agent in effecting the Blink Distribution, including by delivering customary transfer-agent instructions and causing the Distributed Shares to be eligible for book-entry delivery through DTC without restrictive legends to the extent permitted by applicable Law.

(vii) Blink shall bear the costs and expenses of the Blink Distribution, other than Registration Expenses to the extent payable by the Buyer under the Registration Rights Agreement, and shall indemnify the Buyer Indemnified Parties against Losses arising from Blink's breach of this Section 4.4(c) or violation of applicable securities Laws in connection with the Blink Distribution, except to the extent such Losses arise from information furnished by the Buyer for inclusion in the Registration Statement or other Buyer disclosure documents.

(viii) Nothing in this Section 4.4(c) shall confer upon any recipient of Distributed Shares any contractual right or remedy under this Agreement, and Section 6.7 shall apply to all such recipients."

“(d) Forced Conversion.

(i) Notwithstanding Section 4.4(b), if at any time while any portion of the Envoy Convertible Note remains outstanding, (A) if the Buyer’s Chief Financial Officer determines in good faith and acting reasonably that the Buyer’s stockholders’ equity, as will be reported in the Buyer’s balance sheet for the most recently completed annual or quarterly (or, if applicable, semiannual) period prepared in accordance with GAAP that is to be filed with the U.S. Securities and Exchange Commission will be less than \$3,000,000, or (B) the Buyer receives any notice, determination or inquiry from the Trading Market relating to the Buyer’s compliance with Nasdaq Listing Rule 5550(b)(1) (or any successor rule), then the Buyer shall have the right, exercisable on one or more occasions by written notice to Blink (each, a “Forced Conversion Notice”), to require the conversion of such portion of the then-outstanding principal amount of, and accrued and unpaid interest on, the Envoy Convertible Note (up to 100%) as the Buyer determines in good faith is necessary to cause the Buyer’s stockholders’ equity to equal or exceed \$3,000,000 (each, a “Forced Conversion”) in order to maintain compliance with the stockholder’s equity continued listing requirements of the Trading Market. In the case of a Forced Conversion pursuant to clause (A), the Buyer shall provide Blink with information supporting such determination to the extent reasonably available to Buyer (subject to Blink keeping such information confidential and not using or disclosing such information other than for purposes of resolving any objections pursuant to this Section 4.4(d)) and provide Blink with at least five (5) Business Days to review and provide the Buyer with any objections to the Buyer’s determination that a Forced Conversion has been triggered or the Conversion Amount. If the Buyer and Blink shall be unable to resolve any objections provided by Blink for a Forced Conversion pursuant to clause (A) of this Section 4.4(d) within three (3) Business Days prior to the due date for such financial statement on Form 10-K, Form 10-Q (or Form 10-S, if applicable), then the Buyer may proceed with the Forced Conversion so long as the Conversion Amount does not exceed the Conversion Amount set forth in the Forced Conversion Notice. The number of shares issuable upon a Forced Conversion shall be determined in accordance with the following formula: (x) if prior to Stockholder Approval, solely into shares of Series C Preferred Stock equal to the Conversion Amount divided by the “Stated Value” of the Series C Preferred Stock set forth in the Certificate of Designation for the Series C Preferred Stock, and (y) following Stockholder Approval, into a number of shares of Common Stock equal to the Conversion Amount divided by the then applicable “Conversion Price” of the Series C Preferred Stock determined in accordance with the Certificate of Designation for the Series C Preferred Stock. A Forced Conversion shall be effective on the third Trading Day following delivery of the Forced Conversion Notice, subject to the applicable terms of this Agreement, including Section 4.4(b). In no event shall the number of Blink Conversion Shares issued upon a Forced Conversion exceed in total 2,166,667 shares of Series C Preferred Stock or Common Stock, as applicable.

(ii) Any Forced Conversion shall be subject to applicable Law and the rules of the Trading Market, including any applicable limitations on the issuance of Common Stock prior to receipt of Stockholder Approval. No Forced Conversion shall require or permit the issuance of shares in excess of any applicable Nasdaq issuance limitation without the requisite Stockholder Approval.

(iii) A Forced Conversion shall reduce the outstanding principal amount of the Envoy Convertible Note and the number of Blink Conversion Shares otherwise issuable pursuant to Section 4.4(b), in each case in accordance with the adjustment mechanics set forth in the Note Amendment.

(iv) Except with respect to the portion of the Envoy Convertible Note actually converted pursuant to a Forced Conversion, no Forced Conversion shall constitute a waiver, satisfaction, cancellation or modification of any rights or remedies of Blink under the Envoy Convertible Note, including rights relating to maturity, Events of Default and conversion following an Event of Default.

(v) The Buyer and Blink shall cooperate in good faith regarding the registration or other lawful disposition of shares issued pursuant to a Forced Conversion, provided that no Forced Conversion shall, solely by reason of its occurrence, cause the unconverted portion of the Envoy Convertible Note to become due, payable or otherwise modified except as expressly provided in the Note Amendment.”

9. AMENDMENT TO SECTION 4.5

Section 4.5(b) of the Original Agreement is hereby amended by adding the following sentence immediately after the definition of “Stockholder Approval”:

“For purposes of this Agreement, Stockholder Approval shall include approval of the issuance of the Blink Conversion Shares pursuant to Section 4.4(b) and the Note Amendment, to the extent such approval is required under Nasdaq Listing Rules 5635(a), 5635(b), 5635(d) or any other applicable rule of the Trading Market. The Buyer shall include the issuance of the Blink Conversion Shares in the proposal submitted to its stockholders and shall use its reasonable best efforts to obtain such approval together with the approval required for conversion of the Series C Preferred Stock.”

Section 4.5 is further amended by adding the following new subsection (e):

“(e) **Blink Conversion.** The parties acknowledge that the automatic conversion of the Series C Preferred Stock pursuant to Section 4.5(a) and the conversion of the Envoy Convertible Note pursuant to Section 4.4(b) are separate transactions. The Series C Preferred Stock shall convert in accordance with Section 4.5(a) upon receipt of Stockholder Approval, whereas the Envoy Convertible Note shall convert only upon satisfaction of all Blink Conversion Conditions. The receipt of Stockholder Approval shall not, by itself, result in conversion of the Envoy Convertible Note. The Buyer shall use its reasonable best efforts to cause the remaining Blink Conversion Conditions to be satisfied as promptly as practicable following receipt of Stockholder Approval.”

10. AMENDMENT TO SECTION 4.10

Section 4.10 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“**Transition Services Agreement.** Notwithstanding anything to the contrary in this Agreement, the Term Sheet or any other Transaction Document, (a) the existing transition services arrangement between the Company and Blink (the “Transition Services Agreement”) shall not be extended for any additional period following the Closing (including the six (6) month period previously contemplated by this Section 4.10), and shall continue in effect, expire and terminate solely in accordance with its terms as in effect on the Agreement Date; (b) none of the Company, the Buyer, BladeRanger or Blink shall have any obligation under this Agreement to extend, renew or amend the Transition Services Arrangement or to negotiate or execute any amendment thereto; and (c) nothing in this Section 4.10 shall limit the obligations of BladeRanger and the Company under Section 4.14. From and after Blink’s execution of this Amendment and until the Rule 3-05 Financial Statements have been delivered to the Buyer, Blink shall, at the Buyer’s sole cost and expense and upon reasonable advance notice, provide the Buyer, the Company and their respective independent auditors with reasonable access, during normal business hours, to such books, records and financial data relating to the Company as are in Blink’s possession or control and are reasonably necessary to prepare and audit the Rule 3-05 Financial Statements.”

11. AMENDMENT TO SECTION 4.12

Section 4.12 of the Original Agreement is hereby amended by adding the following paragraph at the end thereof:

“For the avoidance of doubt, any Funding Reimbursement Shares or other amounts paid or issued to BladeRanger pursuant to this Section 4.12 constitute solely reimbursement of BladeRanger-Funded Amounts actually incurred, accrued, paid, funded or otherwise satisfied by BladeRanger and do not constitute consideration paid to BladeRanger in respect of the Company Shares or in its capacity as a stockholder of the Company. No Funding Reimbursement Shares or other amounts payable pursuant to this Section 4.12 shall be taken into account in determining the form or amount of consideration payable in respect of the Shares pursuant to Section 2.1 or the Blink Conversion Shares Issuable pursuant to Section 4.4(b).”

12. ADDITION OF A NEW SECTION 4.18(g)

Section 4.18 of the Original Agreement is hereby amended by adding the following new Section 4.18(g) immediately following Section 4.18(f):

“(g) **Blink Indemnification Limitations.** Notwithstanding anything in this Agreement to the contrary:

(i) Blink shall have no liability or indemnification obligation with respect to any representation, warranty, covenant, agreement, obligation, act or omission of BladeRanger, the Company or any other Person, and any indemnification obligation of Blink shall be several and not joint and shall arise solely with respect to a breach by Blink of a representation, warranty, covenant or agreement expressly applicable to Blink;

(ii) Blink shall have no indemnification obligation with respect to any Pre-Closing Liabilities or any act, omission, event or circumstance of the Company occurring prior to the Closing, except to the extent arising from Blink’s own Fraud or breach of an express obligation applicable to Blink;

(iii) in no event shall Blink’s aggregate liability under this Agreement or any other Transaction Document exceed the amount of consideration actually received by Blink in connection with the Contemplated Transactions, valued at the Reference Price, excluding any amounts received by Blink in its capacity as a creditor under the Envoy Convertible Note other than Blink Conversion Shares issued pursuant to Section 4.4(b); and

(iv) any indemnification obligation of Blink arising under this Agreement shall be satisfied solely from Blink Conversion Shares then held by Blink, valued at the Reference Price; provided, however, that Blink shall not be required to recover or return any Distributed Shares previously distributed in compliance with Section 4.4(c), and shall have no cash liability for any such indemnification obligation.

The foregoing limitations shall not apply in the case of Fraud committed by Blink. No Fraud or other conduct of BladeRanger, the Company or any of their respective officers, directors, employees, agents or other representatives shall be imputed to Blink.”

13. ADDITION OF A NEW SECTION 4.20

The Original Agreement is hereby amended by adding the following new Section 4.20:

“**Economic Allocation; Registration Rights.**

(a) The parties acknowledge and agree that, notwithstanding the different timing and form of consideration to be received by BladeRanger and Blink, the aggregate Envoy-Side Shares have been allocated between BladeRanger and Blink based on the eighty percent (80%) and twenty percent (20%) economic interests contemplated by the Original Agreement. Nothing in this Section 4.20 shall require Blink to become a Seller of Company Shares or receive any Securities at the Closing.

(b) The Registration Rights Agreement shall provide Blink and the recipients of Distributed Shares with registration rights appropriate to the Blink Conversion and Blink Distribution, including the obligation of the Buyer to file and use its reasonable best efforts to cause to become effective a Registration Statement covering the Blink Distribution and the resale of Distributed Shares by the recipients thereof.

(c) Subject to the differences reasonably attributable to the timing and structure of the Blink Conversion and Blink Distribution, the registration rights provided with respect to the Blink Conversion Shares and Distributed Shares shall be no less favorable than those provided with respect to the Registrable Securities held by BladeRanger, including with respect to filing and effectiveness obligations, permitted delays and suspensions, registration expenses, indemnification, liquidated damages and any reduction or cutback in Registrable Securities. Any such reduction or cutback shall be allocated between BladeRanger and Blink on a pro rata basis based on the respective number of Registrable Securities requested to be included, subject to applicable Law and the requirements of the Commission.

(d) Notwithstanding the foregoing, the parties acknowledge that the effectiveness and availability of the Registration Statement covering the Blink Distribution are conditions to the conversion contemplated by Section 4.4(b), and the Buyer shall not be relieved of its obligations to seek effectiveness of such Registration Statement solely because the Blink Conversion Shares have not yet been issued.”

14. ADDITION OF A NEW SECTION 4.21

The Original Agreement is hereby amended by adding the following new Section 4.21:

“4.21 Preservation of Envoy Convertible Note Rights.

(a) Except as expressly set forth in the Note Amendment, the Envoy Convertible Note shall remain outstanding following the Closing in accordance with its terms. Without limiting the foregoing, unless and until the entire outstanding balance of the Envoy Convertible Note has been converted or otherwise satisfied in accordance with its terms and the Note Amendment, Blink shall retain all rights and remedies under the Envoy Convertible Note with respect to the remaining outstanding portion thereof, including rights relating to the Maturity Date, conversion at maturity, Events of Default, conversion following an Event of Default, payment and enforcement.

(b) Neither the execution or performance of this Agreement or any other Transaction Document, the consummation of the Closing, the acquisition of the Company by the Buyer, the receipt or failure to obtain Stockholder Approval, the effectiveness or failure to obtain effectiveness of the Registration Statement, nor any Forced Conversion shall constitute a waiver, release, satisfaction, extinguishment or modification of the Envoy Convertible Note or any right or remedy thereunder, except solely to the extent expressly set forth in the Note Amendment.

(c) For the avoidance of doubt, the provisions of the Envoy Convertible Note relating to conversion at maturity and following an Event of Default shall continue to apply in accordance with their terms, as amended by the Note Amendment, if the Blink Conversion Conditions are not satisfied prior to the Maturity Date or the occurrence of an applicable Event of Default.

(d) Nothing in this Agreement or the Note Amendment shall be construed to waive, release, impair or otherwise affect any rights, remedies, claims or defenses of BladeRanger under the Envoy Convertible Note, the Envoy Stockholders Agreement, the Stock Purchase Agreement dated June 5, 2026, or any other agreement relating thereto, except to the extent expressly agreed in writing by BladeRanger in an instrument specifically identifying the affected right or obligation.”

16. BLINK; EFFECT OF JOINDER

Blink is executing this Amendment solely for purposes of the provisions expressly applicable to it, including Sections 4.4(b), 4.4(c), 4.4(d), 4.9, 4.10, 4.18(g), 4.20, 4.21 and 4.22, and shall not, solely by reason of such execution, be deemed a Seller of Company Shares or become subject to any representation, warranty, covenant, indemnification obligation or other provision of the Original Agreement applicable solely to a Seller of Company Shares. No Joinder Agreement shall be required in order for Blink to receive the Blink Conversion Shares or exercise its rights under the Note Amendment.

17. REFERENCES

From and after the Amendment Effective Date, each reference in the Original Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference to the Original Agreement in any other Transaction Document, shall mean and be a reference to the Original Agreement as amended by this Amendment (the “Agreement”). This Amendment shall constitute a Transaction Document.

18. NO OTHER CHANGES

Without limiting the foregoing, except as expressly provided in the Note Amendment, nothing in this Amendment shall amend, modify, waive, release, terminate or otherwise affect any right, remedy, claim, defense or obligation of BladeRanger, Blink, the Company or any other Person under the Envoy Convertible Note, the Envoy Stockholders Agreement, the Stock Purchase Agreement dated June 5, 2026, or any other agreement relating thereto, all of which are expressly reserved.

19. COUNTERPARTS

This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via email, facsimile or other electronic transmission (including any electronic signature complying with the U.S. federal ESIGN Act of 2000), and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

20. SUCCESSORS AND ASSIGNS

This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, subject to Section 6.6 of the Original Agreement.

21. EFFECTIVENESS

This Amendment shall become effective as of the Amendment Effective Date upon its execution and delivery by the Buyer, BladeRanger and the Company and Blink, which the parties acknowledge satisfies the requirements of Section 6.4 of the Original Agreement.

Notwithstanding the foregoing, the amendments contemplated by this Amendment that require implementation through the Note Amendment shall become operative only upon the due execution and delivery of the Note Amendment by the parties thereto.

22. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL

This Amendment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Sections 6.9 (Submission to Jurisdiction), 6.14 (Waiver of Jury Trial) and 6.15 (Construction) of the Original Agreement are incorporated herein by reference and shall apply to this Amendment, mutatis mutandis.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Securities Purchase Agreement to be duly executed as of the Amendment Effective Date.

BUYER:

CID HOLDCO, INC.

By: /s/ Edmund Nabrotzky
Name: Edmund Nabrotzky
Title: Chief Executive Officer

BLADERANGER:

BLADERANGER LTD.

By: /s/ Shmulik Yannay
Name: Shmuel Yanay
Title: Chief Executive Officer

COMPANY:

ENVOY TECHNOLOGIES, INC.

By: /s/ Drew Hopkins
Name: Drew Hopkins
Title: Chief Operating Officer

**BLINK (SOLELY WITH RESPECT TO THE
PROVISIONS EXPRESSLY APPLICABLE TO IT):**

BLINK CHARGING CO.

By: /s/ Michael Bercovich
Name: Michael Bercovich
Title: Chief Financial Officer

[Signature Page to First Amendment to Securities Purchase Agreement]

CID HOLDCO, INC.

LIMITED JOINDER AND ACKNOWLEDGEMENT AGREEMENT

This Limited Joinder and Acknowledgement Agreement (this “Joinder Agreement”) is made and delivered as of the date indicated on the signature page hereto by Blink Charging Co., a Nevada corporation (“Blink”), to and for the benefit of CID HoldCo, Inc., a Delaware corporation (the “Buyer”), BladeRanger Ltd. (TASE: BLRN), an Israeli company (“BladeRanger”), and Envoy Technologies, Inc., a Delaware corporation (the “Company”). Capitalized terms used but not defined in this Joinder Agreement have the meanings given to such terms in the Purchase Agreement (as defined below).

Blink is the holder of the Envoy Convertible Note. Pursuant to the Purchase Agreement and the Note Amendment, the Envoy Convertible Note shall remain outstanding following the Closing and shall not convert immediately prior to or in connection with the Closing. Subject to the terms and conditions of the Note Amendment, upon satisfaction of the Blink Conversion Conditions, the Envoy Convertible Note shall convert into the Blink Conversion Shares, which Blink shall distribute to its stockholders pursuant to a Blink Distribution in accordance with Section 4.4(c) of the Purchase Agreement. For the avoidance of doubt, Blink shall not transfer any shares of capital stock of the Company to the Buyer or receive any Securities from the Buyer at the Closing.

Blink hereby joins in and signifies adoption of and agrees to be bound by solely those provisions expressly applicable to Blink under that certain Securities Purchase Agreement dated as of September 25, 2026, by and among the Buyer, BladeRanger and the Company, as amended by that certain First Amendment to the Securities Purchase Agreement to be dated as of the date hereof and as the same may thereafter be amended in accordance with its terms (as the same may be further amended or amended and restated from time to time, the “Purchase Agreement”). Blink acknowledges that this Joinder Agreement constitutes the “Joinder Agreement” referred to in the Purchase Agreement, solely for purposes of evidencing Blink’s agreement to be bound by the provisions of the Purchase Agreement expressly applicable to Blink, including Sections 4.4(b), 4.4(c), 4.4(d), 4.10, 4.18(g), 4.20, 4.21 and 4.22 thereof, as applicable.

Blink acknowledges that by signing this Joinder Agreement, from and after the date hereof, Blink shall become a Party to the Purchase Agreement solely with respect to the provisions expressly applicable to Blink, and shall be entitled to exercise the rights and shall assume the duties and obligations expressly applicable to Blink thereunder, in each case subject to the terms and limitations set forth in the Purchase Agreement and this Joinder Agreement. Blink shall not constitute a “Seller” under the Purchase Agreement and shall not be deemed to have sold, transferred or agreed to sell or transfer any Company Shares to the Buyer. For the avoidance of doubt, nothing in this Joinder Agreement shall impose upon Blink any representation, warranty, covenant, indemnification obligation or other obligation that is not expressly applicable to Blink under the Purchase Agreement, as amended by the First Amendment.

Without limiting the foregoing, Blink hereby:

(a) makes to the Buyer, severally and not jointly solely the representations and warranties expressly applicable to Blink pursuant to Section 3.3 of the Purchase Agreement, as amended by the First Amendment, which representations and warranties are limited to (i) Blink’s authority to execute, deliver and perform this Joinder Agreement and the other Transaction Documents to which it is a party, (ii) Blink’s ownership of and title to the Envoy Convertible Note, (iii) the absence of any assignment or transfer of the Envoy Convertible Note that would prevent Blink from performing its obligations under the Note Amendment, and (iv) the non-contravention of Blink’s execution, delivery and performance of the applicable Transaction Documents, in each case as provided in Section 3.3 of the Purchase Agreement; Blink shall not be deemed by virtue of this Joinder Agreement to make any other representation or warranty under the Purchase Agreement or any other Transaction Document;

Certain information indicated by [***] has been excluded from this Exhibit 10.3 because it is not material

(b) expressly acknowledges and agrees to the conversion provisions set forth in Section 4.4(b) of the Purchase Agreement and the Note Amendment, including the automatic conversion of the Envoy Convertible Note upon satisfaction of the Blink Conversion Conditions, and acknowledges and agrees that, to the extent any Blink Conversion Shares are not distributed pursuant to a Blink Distribution, such shares shall remain subject to the applicable lock-up and leak-out restrictions set forth in Section 4.4(b) of the Purchase Agreement;

(c) acknowledges and agrees to effect the Blink Distribution in accordance with Section 4.4(c) of the Purchase Agreement, subject to the satisfaction of the conditions set forth therein, and to reasonably cooperate with the Buyer and the applicable distribution agent in connection therewith;

(d) acknowledges and agrees to the provisions of Section 4.4(d) of the Purchase Agreement regarding any Forced Conversion, subject in all respects to the terms of the Note Amendment and applicable Law;

(e) acknowledges and agrees that neither the conversion of the Envoy Convertible Note into Common Stock of the Buyer pursuant to the Note Amendment nor the receipt or distribution of the Blink Conversion Shares shall, solely by reason thereof, cause Blink or any recipient of Distributed Shares to become subject to the Envoy Stockholders Agreement, as provided in Section 4.22 of the Purchase Agreement;

(f) acknowledges and agrees that the Envoy Convertible Note shall remain outstanding following the Closing, and that all rights and remedies thereunder shall remain in full force and effect except to the extent expressly amended by the Note Amendment, as provided in Section 4.21 of the Purchase Agreement; and

(g) agrees that its address for notices for purposes of Section 6.3 of the Purchase Agreement is as set forth on Exhibit A hereto.

For the avoidance of doubt, any certificate, agreement or other Transaction Document executed or delivered by Blink in connection with the Closing shall be subject to the limitations on Blink's representations, warranties, covenants and indemnification obligations set forth in the Purchase Agreement, and no such document shall be construed to expand such obligations. Nothing in this Joinder Agreement shall constitute or be deemed to constitute a conversion, cancellation, repayment, satisfaction, release or waiver of the Envoy Convertible Note or any right or remedy thereunder, except to the extent expressly provided in the Note Amendment.

Blink further acknowledges that this Joinder Agreement shall constitute a counterpart signature page to the Purchase Agreement pursuant to Section 6.11 of the Purchase Agreement solely with respect to the provisions expressly applicable to Blink and shall not cause Blink to become a Seller under the Purchase Agreement.

This Joinder Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Sections 6.9 (Submission to Jurisdiction), 6.11 (Execution) and 6.14 (Waiver of Jury Trial) of the Purchase Agreement are incorporated herein by reference and shall apply to this Joinder Agreement, mutatis mutandis. In the event of any conflict between this Joinder Agreement and the Purchase Agreement, with respect to the rights and obligations of Blink, the Purchase Agreement shall control. In the event of any conflict between this Joinder Agreement and the Note Amendment with respect to the terms of, or rights and obligations arising under, the Envoy Convertible Note, the Note Amendment shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Joinder Agreement, effective as of the date indicated below.

BLINK CHARGING CO.

By: /s/ Michael Bercovich

Name: Michael Bercovich

Title: Chief Financial Officer

Date: October 9, 2026

ACKNOWLEDGED AND ACCEPTED:

CID HOLDCO, INC.

By: /s/ Edmund Nabrotzky

Name: Edmund Nabrotzky

Title: Chief Executive Officer

BLADERANGER LTD.

By: /s/ Shmulik Yannay

Name: Shmuel Yanay

Title: Chief Executive Officer

ENVOY TECHNOLOGIES, INC.

By: /s/ Drew Hopkins

Name: Drew Hopkins

Title: Chief Operating Officer

[Signature Page to CID HoldCo, Inc. – Joinder Agreement (Blink Charging Co.)]

Exhibit A

Blink Conversion Shares issuable following the Closing upon satisfaction of the Blink Conversion Conditions pursuant to the Purchase Agreement and the Note Amendment:

Description	Amount
Blink Conversion Shares (Common Stock)	2,166,667
Aggregate Value at Reference Price (\$6.00 per share)	\$ 13,000,002

For the avoidance of doubt, no Blink Conversion Shares shall be issued at the Closing, and the number of Blink Conversion Shares set forth above is subject to adjustment pursuant to the Purchase Agreement and the Note Amendment, including to reflect any Forced Conversion.

Name and Address for Notices

Blink Charging Co.

1489 West Warm Springs Rd., Suite 110

Henderson, Nevada 89014

Attention: Michael Bercovich, Chief Financial Officer

Email: [* * *]

Certain information indicated by [***] has been excluded from this Exhibit 10.3 because it is not material

FIRST AMENDMENT TO CONVERTIBLE PROMISSORY NOTE

This First Amendment to Convertible Promissory Note (this “Amendment”) is entered into as of October 9, 2026, by and among Envoy Technologies, Inc., a Delaware corporation (the “Company”), Blink Charging Co., a Nevada corporation (the “Holder”), CID HoldCo, Inc., a Delaware corporation (the “Buyer”), and, solely with respect to Sections 2, 6, 7, 8, 9 and 11 hereof, BladeRanger Ltd., an Israeli company (“BladeRanger”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Convertible Promissory Note, dated July 22, 2026, issued by the Company to the Holder in the original principal amount of \$12,500,000 (the “Note”), or, where expressly indicated, in the Securities Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Holder is the holder of the Note, pursuant to which the Principal Balance automatically converts into Conversion Stock immediately prior to the consummation of a Qualified Liquidity Event, including an acquisition, sale or Change of Control of the Company involving total equity consideration of not less than \$40,000,000;

WHEREAS, the Buyer, BladeRanger and the Company are parties to that certain Securities Purchase Agreement, dated September 25, 2026, as amended by the First Amendment thereto dated as of the date hereof (as so amended, the “Securities Purchase Agreement”), pursuant to which the Buyer will acquire the outstanding capital stock of the Company (the “Transaction”);

WHEREAS, the parties acknowledge that the Transaction constitutes a Qualified Liquidity Event under the Note and, absent this Amendment, would require conversion of the Note immediately prior to the closing of the Transaction (the “Closing”);

WHEREAS, solely to facilitate the Closing and in reliance upon the agreements and undertakings contained herein and in the Securities Purchase Agreement, the parties have agreed to defer such conversion and permit the Note to remain outstanding following the Closing;

WHEREAS, following satisfaction of the Blink Conversion Conditions, the outstanding Note shall convert into shares of Common Stock of the Buyer, which the Holder shall distribute to its stockholders in accordance with the Securities Purchase Agreement; and

WHEREAS, the parties intend that such deferral shall not constitute a waiver or release of the original conversion rights, the rights and remedies arising under the Note or any rights of BladeRanger under the Purchase Agreement dated June 5, 2026, the Envoy Stockholders Agreement or any other applicable agreement, except as expressly provided herein.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

The following definitions are added to the Note:

“Buyer Common Stock” means the common stock of CID HoldCo, Inc., par value \$0.0001 per share.

“Blink Conversion Conditions” has the meaning set forth in the Securities Purchase Agreement.

“Blink Conversion Date” has the meaning set forth in the Securities Purchase Agreement.

“Blink Conversion Shares” means 2,166,667 shares of Buyer Common Stock, subject to adjustment for stock splits, stock dividends, combinations, recapitalizations and similar events and to reduction to reflect any prior Forced Conversion in accordance with this Amendment.

“Blink Distribution” has the meaning set forth in Section 4.4(c) of the Securities Purchase Agreement.

“Deferred Conversion” means the conversion of the Note otherwise required immediately prior to the Closing pursuant to Sections 1.3 and 3.1 of the Note.

“Forced Conversion” has the meaning set forth in Section 5 of this Amendment.

“Securities Purchase Agreement” means the Securities Purchase Agreement dated September 25, 2026, among the Buyer, BladeRanger and the Company, as amended by the First Amendment thereto dated October 8, 2026.

2. LIMITED DEFERRAL OF CONVERSION UPON THE TRANSACTION

2.1 Acknowledgment of Qualified Liquidity Event. The parties acknowledge and agree that the Transaction constitutes a Qualified Liquidity Event within the meaning of the Note and that, absent this Amendment, the Principal Balance would automatically convert into Conversion Stock immediately prior to the Closing pursuant to Sections 1.3 and 3.1 of the Note.

2.2 Deferral. Notwithstanding Sections 1.3 and 3.1 of the Note, the Holder hereby consents to the consummation of the Closing without conversion of the Note, and the parties agree that the Deferred Conversion shall not occur immediately prior to or in connection with the Closing. The Note shall remain outstanding following the Closing, subject to the terms of this Amendment.

2.3 Limited Nature of Deferral. The deferral contemplated by this Section 2 is granted solely in connection with the Transaction and in reliance upon the performance by the Holder of its obligations under this Amendment and the Securities Purchase Agreement. Except as expressly provided herein, such deferral shall not constitute a waiver, release, termination, extinguishment or satisfaction of any rights or obligations arising under the Note, including the rights associated with a Qualified Liquidity Event, the Ownership Floor, conversion at maturity and conversion following an Event of Default.

2.4 No Closing Conversion or Transfer. The Holder shall not be required to convert the Note into shares of the Company’s capital stock, execute a joinder as a Seller under the Securities Purchase Agreement or transfer Company Shares to the Buyer as a condition to the Closing.

3. CONVERSION INTO BUYER COMMON STOCK

3.1 Mandatory Conversion. Subject to the terms of this Amendment, upon satisfaction of the Blink Conversion Conditions, the entire then-outstanding Principal Balance shall automatically convert, on the Blink Conversion Date, into the Blink Conversion Shares, without any further action by the Holder, the Company or the Buyer.

3.2 Issuance. Within one Trading Day (as defined in the Securities Purchase Agreement) after the Blink Conversion Date, the Buyer shall issue in the name of the Holder and deliver the Blink Conversion Shares to the Holder or, at the Holder's direction, to its designated distribution agent, in book-entry form, duly authorized, validly issued, fully paid and nonassessable.

3.3 Conversion Consideration. The parties acknowledge that the Blink Conversion Shares represent the consideration agreed to be issued in respect of the Holder's twenty percent (20%) economic interest contemplated by the original Transaction structure. Upon the valid issuance and delivery of all Blink Conversion Shares required pursuant to this Amendment, the Principal Balance shall be deemed satisfied in full, except for any rights or obligations expressly surviving such conversion.

3.4 Partial Conversions. If any portion of the Note has previously been converted pursuant to Section 5, the number of Blink Conversion Shares issuable under this Section 3 shall be reduced in accordance with the adjustment mechanics set forth in Section 5, so that no portion of the Principal Balance is converted more than once.

3.5 No Conversion Upon Stockholder Approval Alone. Receipt of Stockholder Approval shall not, by itself, trigger conversion of the Note. The conversion contemplated by this Section 3 shall occur only upon satisfaction of all Blink Conversion Conditions.

4. BLINK DISTRIBUTION; CONTINUING OBLIGATIONS

4.1 Distribution Obligation. The Holder irrevocably agrees that, following conversion pursuant to Section 3, it shall distribute all Blink Conversion Shares to its stockholders, pro rata and for no consideration, substantially concurrently with, and in any event no later than ten (10) Business Days following, the Blink Conversion Date, in accordance with Section 4.4(c) of the Securities Purchase Agreement.

4.2 Cooperation. The Holder shall take all actions reasonably necessary to effect the Blink Distribution, including establishing the applicable record date, appointing a distribution agent, providing necessary instructions and complying with applicable securities laws and exchange requirements.

4.3 No Alternative Disposition. Except as expressly permitted by the Securities Purchase Agreement, the Holder shall not sell, transfer, pledge or otherwise dispose of any Blink Conversion Shares in lieu of the Blink Distribution.

4.4 Survival. The Holder's obligations under this Section 4 shall survive conversion and satisfaction of the Principal Balance. The conversion of the Note shall not discharge, terminate or otherwise impair such obligations or the remedies available for their breach.

5. FORCED CONVERSION

5.1 Conversion Right. If at any time while any portion of the Note remains outstanding (A) if the Buyer's Chief Financial Officer determines in good faith and acting reasonably that the Buyer's stockholders' equity, as will be reported in the Buyer's balance sheet for the most recently completed annual or quarterly (or, if applicable, semiannual) period prepared in accordance with GAAP that is to be filed with the U.S. Securities and Exchange Commission will be less than \$3,000,000, or (B) the Buyer receives any notice, determination or inquiry from the Trading Market relating to the Buyer's compliance with Nasdaq Listing Rule 5550(b)(1) (or any successor rule), then the Buyer shall have the right, exercisable on one or more occasions by written notice to Blink (each, a "Forced Conversion Notice"), to require the conversion of such portion of the then-outstanding principal amount of, and accrued and unpaid interest on, the Envoy Convertible Note (up to 100%) (the "Conversion Amount") as the Buyer determines in good faith is necessary to cause the Buyer's stockholders' equity to equal or exceed \$3,000,000 (each, a "Forced Conversion") in order to maintain compliance the stockholder's equity continued listing requirements of the Trading Market. Any Forced Conversion and Forced Conversion Notice pursuant to this Section 5.1 shall comply with the requirements of Section 4.4(d) of the Securities Purchase Agreement.

5.2 Conversion Mechanics. The number of shares issuable upon a Forced Conversion shall be determined in accordance with the following formula: (x) if prior to Stockholder Approval, solely into shares of Series C Preferred Stock equal to the Conversion Amount divided by the “Stated Value” of the Series C Preferred Stock set forth in the Certificate of Designation for the Series C Preferred Stock, and (y) following Stockholder Approval, into a number of shares of Common Stock equal to the Conversion Amount divided by the then applicable “Conversion Price” of the Series C Preferred Stock determined in accordance with the Certificate of Designation for the Series C Preferred Stock. A Forced Conversion shall be effective on the third Trading Day following delivery of the Forced Conversion Notice, subject to the applicable terms of the Securities Purchase Agreement, including Section 4.4. In no event shall the number of Blink Conversion Shares issued upon a Forced Conversion exceed in total 2,166,667 shares of Series C Preferred Stock or Common Stock, as applicable.

5.3 Regulatory Limitations. Any Forced Conversion shall be subject to applicable law and the rules of the Trading Market, including any requirement to obtain Stockholder Approval before issuing shares in excess of applicable Nasdaq limitations.

5.4 Adjustment. Upon any Forced Conversion, the outstanding Principal Balance and the number of Blink Conversion Shares otherwise issuable pursuant to Section 3 shall be reduced proportionately, so as to prevent any duplication of consideration.

5.5 Preservation of Rights. Except with respect to the portion of the Principal Balance actually converted, no Forced Conversion shall constitute a waiver, satisfaction or modification of the Holder’s rights under the Note, including rights relating to maturity and Events of Default.

6. FAILURE TO PERFORM; RESTORATION OF RIGHTS

6.1 Material Obligations. The Holder acknowledges that its agreement to convert the Note into Buyer Common Stock and effect the Blink Distribution in accordance with this Amendment and the Securities Purchase Agreement constitutes a material inducement to the Buyer, the Company and BladeRanger to permit the Closing with the Deferred Conversion.

6.2 Failure to Perform. If the Holder:

(a) fails or refuses to comply with its obligations in connection with the conversion contemplated by Section 3, including taking any action intended to prevent or frustrate such conversion after satisfaction of the Blink Conversion Conditions;

(b) fails to consummate the Blink Distribution in accordance with Section 4 and the Securities Purchase Agreement;

(c) transfers, disposes of or encumbers any Blink Conversion Shares in violation of its obligations under this Amendment or the Securities Purchase Agreement; or

(d) otherwise materially breaches any obligation expressly applicable to the Holder under this Amendment or Sections 4.4(b) or 4.4(c) of the Securities Purchase Agreement,

and, to the extent such breach is capable of cure, fails to cure such breach within [five (5) Business Days] following written notice thereof, then the provisions of Section 6.3 shall apply.

None of the following shall constitute an event under this Section 6.2: (x) any failure or delay caused by the unavailability of the Registration Statement or by any act or omission of the Buyer; or (y) any good-faith dispute as to whether a Blink Conversion Condition has been satisfied.

6.3 Restoration of Rights. Upon the occurrence of any event described in Section 6.2, the limited deferral and accommodation granted pursuant to Section 2 shall cease to restrict the enforcement of any rights or remedies otherwise available to the Company, BladeRanger or the Buyer arising from the Holder's failure to convert the Note in connection with the Qualified Liquidity Event constituted by the Transaction, including any rights to require or compel conversion under the original terms of the Note and any drag-along, specific performance or other rights under the Purchase Agreement dated June 5, 2026, the Envoy Stockholders Agreement or applicable law, in each case to the extent such rights remain legally and practically enforceable following the Closing.

6.4 No Double Recovery. Any remedy exercised under Section 6.3 shall give effect to any portion of the Note previously converted, any Blink Conversion Shares previously issued and any distributions previously completed, so that no party receives duplicative consideration or recovery.

6.5 Equitable Relief. The Holder acknowledges that a breach of its obligations under Sections 3 or 4 may cause irreparable harm for which monetary damages may be inadequate. Subject to applicable law, the Company, the Buyer and BladeRanger shall be entitled to seek specific performance, injunctive relief and other equitable remedies to enforce such obligations, without limiting any other available rights or remedies.

6.6 No Waiver of Independent Rights. Nothing in this Amendment shall limit, waive, release or impair any rights or remedies of BladeRanger under the Purchase Agreement dated June 5, 2026, the Envoy Stockholders Agreement or any other agreement, except solely to the extent expressly provided in Section 2 with respect to the deferral of conversion at the Closing.

7. PRESERVATION OF MATURITY AND EVENT OF DEFAULT RIGHTS

7.1 Continuing Effect. Except as expressly amended hereby, the Note shall remain outstanding and enforceable in accordance with its original terms until the entire Principal Balance has been converted or otherwise satisfied.

7.2 Maturity. If the Blink Conversion Conditions have not been satisfied before the Maturity Date, the Holder shall retain its rights under Sections 1.1 and 3.2 of the Note, including its right to elect conversion at maturity, subject to the terms of this Amendment.

7.3 Events of Default. The rights and remedies arising upon an Event of Default under Section 2 of the Note shall remain in full force and effect with respect to any outstanding Principal Balance, except as expressly modified hereby.

7.4 No Implied Waiver. Neither the Closing, the failure to obtain Stockholder Approval, the failure of the applicable Registration Statement to become effective, nor any Forced Conversion shall, solely by reason thereof, constitute a waiver, cancellation or satisfaction of the Note or the Holder's rights thereunder.

7.5 Subsequent Qualified Liquidity Events. Notwithstanding anything to the contrary in the Note, no Qualified Liquidity Event occurring after the Closing and prior to the issuance of the Blink Conversion Shares pursuant to Section 3 shall trigger any additional or separate conversion obligation under the Note; provided, however, that the foregoing shall not limit, waive or impair any rights or remedies of the Company, the Buyer or BladeRanger arising from any breach by the Holder of its obligations under this Amendment or the Securities Purchase Agreement, including the rights expressly preserved under Section 6.3 of this Amendment.

8. STOCKHOLDERS AGREEMENT; LOCK-UP

8.1 No Joinder. Notwithstanding Section 11 of the Note, neither the conversion contemplated by Section 3 nor the receipt or distribution of Blink Conversion Shares shall require the Holder or any recipient of Distributed Shares to become a party to the Envoy Stockholders Agreement.

8.2 Lock-Up. The Blink Conversion Shares shall be subject to the lock-up and leak-out provisions expressly applicable to the Holder under Section 4.4(b) of the Securities Purchase Agreement. The Blink Distribution shall be permitted in accordance with Section 4.4(c) thereof.

8.3 Conflicting Provisions. To the extent Sections 8 or 11 of the Note conflict with the provisions of this Section 8, this Section 8 shall control solely with respect to Buyer Common Stock issued pursuant to this Amendment.

9. BLADERANGER RIGHTS; LIMITED THIRD-PARTY BENEFICIARY

BladeRanger is executing this Amendment solely to acknowledge and consent to the deferral contemplated by Section 2 and to confirm the preservation of its rights and remedies as expressly provided herein.

BladeRanger shall be an express third-party beneficiary of Sections 2, 4, 6 and 8 of this Amendment and shall be entitled to enforce such provisions directly against the Holder and the other applicable parties.

For the avoidance of doubt, BladeRanger's consent to the deferral of conversion at the Closing shall not constitute a waiver or release of its rights under the Purchase Agreement dated June 5, 2026, the Envoy Stockholders Agreement or any other agreement, except solely to the extent necessary to permit the Closing without the Deferred Conversion as expressly contemplated herein.

10. NO OTHER AMENDMENTS

Except as expressly amended hereby, the Note remains unchanged and in full force and effect.

In the event of any conflict between this Amendment and the Note, this Amendment shall control.

In the event of any conflict between this Amendment and the Securities Purchase Agreement concerning the conversion of the Note or the rights and remedies arising under the Note, this Amendment shall control; provided that the provisions of the Securities Purchase Agreement governing the Blink Distribution, lock-up, registration rights and related obligations shall continue to apply in accordance with their terms.

11. MISCELLANEOUS

11.1 Effectiveness. This Amendment shall become effective upon execution and delivery by the Company, the Holder, the Buyer and BladeRanger.

11.2 Amendments. No amendment, modification or waiver of Sections 2, 4, 6, 8 or 9 that would adversely affect the rights of BladeRanger or the Buyer, respectively, shall be effective without BladeRanger's or the Buyer's respective prior written consent. No amendment, modification or waiver of any provisions of this Amendment or the Note that would adversely affect the rights of the Holder shall be effective without Holder's prior written consent.

11.3 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict-of-laws principles.

11.4 Counterparts. This Amendment may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature Pages Follow]

ENVOY TECHNOLOGIES, INC.

By: /s/ Drew Hopkins

Name: Drew Hopkins

Title: President

BLINK CHARGING CO.

By: /s/ Michael Bercovich

Name: Michael Bercovich

Title: Chief Financial Officer

CID HOLDCO, INC.

By: /s/ Edmund Nabrotzky

Name: Ed Nabrotzky

Title: CEO

BLADERANGER LTD.

By: /s/ Shmulik Yannay

Name: Shmuel Yanay

Title: Chief Executive Officer

[Signature Pages to First Amendment to Promissory Convertible Note]

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “**Agreement**”) is dated as of October 9, 2026, by and between CID Holdco, Inc., a Delaware corporation (the “**Company**”), BladeRanger Ltd., a company organized under the laws of the State of Israel (the “**BladeRanger**”), and each purchaser or recipient identified on Annex A hereto (each, including its successors and assigns, together with BladeRanger, an “**Investor**” and collectively, the “**Investors**”).

The parties hereby agree as follows:

Section 1. Definitions.

As used in this Agreement, the following terms shall have the following meanings. In addition, capitalized terms used and not otherwise defined herein shall have the meanings set forth in the SPA.

“**Business Day**” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

“**Commission**” or “**SEC**” means the United States Securities and Exchange Commission.

“**Common Stock**” means the common stock, par value \$0.0001 per share, of the Company. “**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**H Capital**” means H Capital Ventures Management Consultancies Co. LLC.

“**H Capital Convertible Note**” means that certain unsecured convertible promissory note, dated September 10, 2026, issued by the Buyer to H Capital Ventures Management Consultancies Co. LLC, in the original principal amount of \$550,000.

“**Investment Amount**” means, with respect to each Investor, the aggregate value of the Registrable Securities issued or issuable to such Investor pursuant to the SPA, calculated using the Reference Price (as defined in the SPA); provided that, with respect to any Registrable Securities issued pursuant to Section 4.11 of the SPA, the Investment Amount shall include the value attributed to such Registrable Securities pursuant to Section 4.11 of the SPA.

“**Investor**” and “**Investors**” has the meaning set forth in the first paragraph. As used herein, “Investor” shall include any Affiliate (as defined in the SPA) or permitted transferee of an Investor who is a subsequent holder of Registrable Securities, unless the context requires otherwise.

“**Prospectus**” means (i) the prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus, and (ii) any “free writing prospectus” as defined in Rule 405 under the Securities Act.

Certain information indicated by [***] has been excluded from this Exhibit 10.5 because it is not material

“**Register**,” “**registered**” and “**registration**” refer to a registration made by preparing and filing a Registration Statement or similar document in compliance with the Securities Act, and the declaration or ordering of effectiveness of such Registration Statement or document.

“**Registrable Securities**” means (i) the shares of Common Stock issuable upon conversion of the Series C Preferred Stock issued at the Closing of the SPA, (ii) the 233,543 shares of Common Stock issued to BladeRanger at the Closing (as defined in the SPA), (iii) the 233,543 shares of Common Stock issuable upon conversion of the H Capital Convertible Note, (iv) the shares of Common Stock or the shares of Common Stock issuable upon conversion of the Series C Preferred Stock, as applicable, issued pursuant to Section 4.12 of the SPA, (v) the Blink Conversion Shares issued upon conversion of the Envoy Convertible Note (as each such term is defined in the SPA) and (v) any other securities issued or issuable with respect to or in exchange for Registrable Securities (as defined in the SPA), whether by merger, charter amendment or otherwise; provided, that a security shall cease to be a Registrable Security upon the earliest of: (A) sale pursuant to a Registration Statement or Rule 144 under the Securities Act, (B) such security becoming eligible for sale without restriction by the applicable Investor holding such security pursuant to Rule 144, including without any manner of sale or volume limitations, and without the requirement to be in compliance with Rule 144(c)(1) (or any successor thereto) promulgated under the Securities Act, or (C) the Blink Conversion Shares issued upon conversion of the Envoy Convertible Note (as each such term is defined in the SPA) , or (C) with respect to any Distributed Shares, upon their distribution pursuant to a Blink Distribution effected in accordance with Section 4.4(c) of the SPA.

“**Registration Liquidated Damages**” has the meaning set forth in Section 2(d)(i).

“**Registration Statement**” has the meaning set forth in the SPA and shall include all amendments and supplements to such registration statement, including post-effective amendments, all exhibits, and all material incorporated by reference in such registration statement.

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**Series C Preferred Stock**” means the Series C Convertible Non-Redeemable Preferred Stock, par value \$0.0001 per share, of the Company.

“**SPA**” shall mean that certain Securities Purchase Agreement, dated as of September 25, 2026, with BladeRanger and Envoy Technologies, Inc., a Delaware corporation (“**Envoy**”), as amended by Amendment No. 1 to Securities Purchase Agreement, dated as of October 9, 2026, and pursuant to a Joinder Agreement dated as of October 9, 2026, Blink Charging Co., a Nevada corporation (“**Blink**”), became a party thereto on the terms set forth therein (as may be further amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, and together with the Joinder Agreement, the “**Purchase Agreement**”).

“Trading Day” means a day on which the principal Trading Market is open for trading.

“Trading Market” means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, or the OTC Markets (or any successors to any of the foregoing).

Section 2. **Registration.**

(a) **Registration Statements.**

(i) Promptly following the Closing (as defined in the SPA) but no later than sixty (60) days following the delivery by Envoy to the Company of Envoy’s financial statements required by Rule 3-05 of Regulation S-X (the **“Filing Deadline”**), the Company shall prepare and file with the SEC one Registration Statement covering the resale of all of the Registrable Securities, unless the Commission informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415 or otherwise, be registered for resale as a secondary offering on a single Registration Statement, subject to the provisions of Section 2(e). Subject to any SEC comments, such Registration Statement shall include the plan of distribution, substantially in the form and substance attached hereto as Exhibit A; provided, however, that no Investor shall be named as an “underwriter” in such Registration Statement without such Investor’s prior written consent and subject to the provisions of Section 2(e). Except to the extent the Company is required to include shares of Common Stock or other securities for the account of any other holder pursuant to the terms of an agreement to which the Company is a party prior to the date of this Agreement, such Registration Statement also shall cover, to the extent allowable under the Securities Act and the rules promulgated thereunder (including Rule 416), such indeterminate number of additional shares of Common Stock resulting from stock splits, stock dividends or similar transactions with respect to the Registrable Securities. Such Registration Statement shall not include any shares of Common Stock or other securities for the account of any other holder without the prior written consent of each respective Investor. Such Registration Statement (and each amendment or supplement thereto, and each request for acceleration of effectiveness thereof) shall be provided in accordance with Section 3(c) to each Investor prior to its filing or other submission. For purposes of determining the Filing Deadline, such financial statements shall be deemed delivered when delivered by or on behalf of Envoy to the Company or its counsel, independent auditors or other representatives designated by the Company to receive such financial statements, and the Company shall not delay or refuse acceptance or receipt thereof for purposes of extending the Filing Deadline.

(ii) The Registration Statement referred to in Section 2(a)(i) shall be on Form S-3 or, in the event that Form S-3 is not available for the registration of the resale of Registrable Securities hereunder, the Company shall (i) register the resale of the Registrable Securities on Form S-1 or such other form as is available to the Company and (ii) so long as Registrable Securities remain outstanding, promptly following the date (the **“Qualification Date”**) upon which the Company becomes eligible to use a registration statement on Form S-3 to register the Registrable Securities for resale, but in no event more than forty-five (45) days after the Qualification Date (the **“Qualification Deadline”**), file a registration statement on Form S-3 covering the Registrable Securities (or a post-effective amendment on Form S-3 to a registration statement on Form S-1) (a **“Shelf Registration Statement”**) and use reasonable best efforts to cause such Shelf Registration Statement to be declared effective as promptly as practicable thereafter; provided that the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Shelf Registration Statement covering the Registrable Securities has been declared effective by the SEC.

(iii) The Company shall not file any other registration statements (other than on Form S-8 or Form S-4 or a pre-effective or post-effective amendment or supplement to a registration statement previously filed by the Company with the Commission) until the initial Registration Statement required hereunder has been declared effective by the SEC, unless the filing of any such other registration statement is required by the terms of an agreement to which the Company is a party prior to the date of this Agreement.

(b) Expenses.

All expenses incident to the Company's performance of or compliance with this Agreement, including, without limitation, all registration and filing fees, fees and expenses of compliance with securities or blue sky laws, printing expenses, messenger and delivery expenses, fees and disbursements of custodians, and fees and disbursements of counsel for the Company and all independent certified public accountants, underwriters (excluding discounts and commissions) and other persons retained by the Company and fees and expenses of listing the Registrable Securities on each Trading Market (all such expenses being herein called "**Registration Expenses**"), shall be borne by the Company. The Company shall not be responsible for any discounts or commissions of any underwriters, selling brokers, dealer managers or similar securities industry professionals relating to the distribution of the Registrable Securities or the fees and disbursements of BladeRanger's or any other Investor's legal counsel.

(c) Effectiveness.

(i) The Company shall use reasonable best efforts to have each Registration Statement declared effective as soon as practicable after the filing thereof with the SEC. The Company shall diligently and continuously prosecute each Registration Statement, including by responding to comments of the SEC as promptly as reasonably practicable and submitting any necessary amendments or supplements, and shall not delay or suspend such efforts pending receipt of Stockholder Approval (as defined in the SPA). Notwithstanding the foregoing, to the extent Stockholder Approval is required under applicable Law or the rules of the applicable Trading Market as a condition to the effectiveness of a Registration Statement or the registration for resale of any Registrable Securities covered thereby, the Company shall use reasonable best efforts to cause such Registration Statement to be declared effective as promptly as practicable following receipt of such Stockholder Approval. The Company shall notify each of BladeRanger and Blink by email or facsimile within twenty-four (24) hours of the effectiveness of such Registration Statement. The Company shall furnish to each of BladeRanger and Blink, without charge, a copy of the Prospectus (including each preliminary Prospectus) included in such Registration Statement.

(ii) Notwithstanding anything to the contrary contained herein, the Company may, upon written notice to each Investor, delay the filing or suspend the use of any Registration Statement if it determines that in its reasonable good faith judgment it would be materially detrimental to the Company and its stockholders for such Registration Statement to be filed, amended or supplemented or for the Prospectus to be used at such time, because such filing, amendment, supplement or use would require the disclosure of material non-public information, the disclosure of which would have a material adverse effect on any proposal or plan by the Company to engage in any financing, acquisition, recapitalization, reorganization or other material transaction; *provided, that* (A) the Company shall not so delay filing or suspend the use of a Registration Statement for a period of more than thirty (30) consecutive days and (B) the Company shall not so delay filing or suspend the use of a Registration Statement on more than two occasions or for more than an aggregate of seventy-five (75) days in any twelve-month period (each, an **“Allowed Delay”**). In the event of any Allowed Delay, the Filing Deadline or effectiveness deadlines shall be extended by the number of days of such Allowed Delay. In addition, notwithstanding anything to the contrary contained herein, the Company may delay the filing or effectiveness of a particular Registration Statement if the Company is required to include audited financial statements (including, for the avoidance of doubt, audited financial statements of Envoy) in such Registration Statement and such audited financial statements are not yet available for inclusion, in which case the applicable deadline shall be extended until such audited financial statements are available, provided that any such delay shall constitute an Allowed Delay for purposes of this Section 2(c)(ii). Notwithstanding anything to the contrary herein, in no event shall the aggregate number of days by which any Filing Deadline or effectiveness deadline may be extended pursuant to this Section 2(c)(ii) exceed ninety (90) days in any twelve-month period.

(d) Effect of Failure to File and Obtain and Maintain Effectiveness of Registration Statement.

(i) If the initial Registration Statement covering the Registrable Securities required to be filed by the Company pursuant to this Agreement is not filed with the SEC on or before the Filing Deadline (a **“Filing Failure”**), then in addition to any other rights the Investors may have hereunder or under applicable law, on each such Filing Failure and on each monthly anniversary of each such Filing Failure until such Filing Failure is cured, the Company shall pay to each Investor an amount in cash, as liquidated damages and not as a penalty (**“Registration Liquidated Damages”**), equal to 0.5% of the Investment Amount of such Investor pursuant to the SPA for each thirty (30)-day period or pro rata for any portion thereof following the date by which such Registration Statement should have been filed. Such payments shall be made within ten (10) Business Days after the end of each such thirty (30)-day period. The aggregate amount of Registration Liquidated Damages payable under this Section 2(d)(i) shall not exceed 3.0% of the Investment Amount of such Investor pursuant to the SPA. If the Company fails to pay any Registration Liquidated Damages when due, the Company shall pay interest thereon at a rate of 0.5% per month (prorated for partial months).

(ii) If (A) the initial Registration Statement is not declared effective by the SEC within the earlier of (I) sixty (60) days following the Filing Deadline (or ninety (90) days following the Filing Deadline if the SEC reviews and provides comments on the Registration Statement) and (II) five (5) Business Days after the SEC informs the Company that no review of such Registration Statement will be made or that the SEC has no further comments on such Registration Statement (the **“Effectiveness Deadline”**) (For the avoidance of doubt, the failure to obtain Stockholder Approval by the Effectiveness Deadline shall not, in and of itself, extend the Effectiveness Deadline or relieve the Company of its obligations under this Section 2(d)), or (B) after the initial Registration Statement has been declared effective by the SEC, such Registration Statement ceases for any reason to remain continuously effective or the Investors are otherwise not permitted to utilize the Prospectus therein to resell the Registrable Securities for a period of more than thirty (30) consecutive calendar days or more than an aggregate of sixty (60) calendar days during any twelve (12)-month period (which need not be consecutive calendar days) (a **“Maintenance Failure”**), then in addition to any other rights the Investors may have hereunder or under applicable law, on each such event and on each monthly anniversary of each such event until such event is cured, the Company shall pay to each Investor Registration Liquidated Damages equal to 0.5% of the Investment Amount of such Investor pursuant to the SPA for each thirty (30)-day period or pro rata for any portion thereof following the Effectiveness Deadline or the occurrence of a Maintenance Failure, as applicable. Such payments shall be made within ten (10) Business Days after the end of each such thirty (30)-day period. The aggregate amount of Registration Liquidated Damages payable under this Section 2(d)(ii) shall not exceed 3.0% of the Investment Amount of such Investor pursuant to the SPA.

(iii) Notwithstanding anything to the contrary in this Section 2(d), the aggregate amount of Registration Liquidated Damages payable under Sections 2(d)(i) and 2(d)(ii) combined shall not exceed 5.0% of the Investment Amount of such Investor pursuant to the SPA, and in no event shall the Registration Liquidated Damages payable to any Investor exceed 0.5% of the Investment Amount of such Investor pursuant to the SPA in any single thirty (30)-day period.

(iv) No Registration Liquidated Damages shall be payable hereunder prior to receipt of Stockholder Approval pursuant to the SPA; provided, however, that the foregoing shall not relieve the Company of its obligations to timely file and prosecute the Registration Statement, solicit proxies and use its reasonable best efforts to obtain Stockholder Approval in accordance with Section 4.5 of the SPA. The Registration Liquidated Damages payable pursuant to this Section 2(d) shall be the exclusive monetary remedy of the Investors for any Filing Failure, failure to achieve effectiveness by the Effectiveness Deadline, or Maintenance Failure; provided, however, that nothing herein shall limit an Investor's right to pursue injunctive relief or specific performance for the Company's failure to comply with its obligations under this Agreement.

(v) If at any time the number of shares of Common Stock available under the Registration Statement is insufficient to cover all of the Registrable Securities, the Company shall amend the Registration Statement or file a new Registration Statement (on the short form available therefor, if applicable), or both, so as to cover all of the Registrable Securities, in each case, as soon as practicable, but in any event not later than fifteen (15) Business Days after the necessity therefor arises. The Company shall use reasonable best efforts to cause such amendment and/or new Registration Statement to become effective as soon as practicable following the filing thereof.

(e) **Rule 415; Cutback.**

If the SEC prevents the Company from including any or all of the shares of Common Stock proposed to be registered under the initial Registration Statement due to limitations on the use of Rule 415 under the Securities Act for the resale of the Registrable Securities by the applicable Investors, the Company shall use reasonable best efforts to advocate with the SEC for the registration of all of the Registrable Securities in accordance with SEC guidance, including without limitation, the Securities Act Rules Compliance and Disclosure Interpretation 612.09. In the event the SEC requires the Company to reduce the number of Registrable Securities to be registered on a Registration Statement, the Company shall include the Registrable Securities of each Investor on a pro rata basis based on the respective number of Registrable Securities requested to be included by each (the shares so reduced, the **“Cut Back Shares”**). The Company shall use reasonable best efforts to file one or more additional Registration Statements to register the resale of the Cut Back Shares as soon as practicable following the effective date of the initial Registration Statement. The Company shall use reasonable best efforts to cause each such additional Registration Statement to become effective as soon as practicable following the filing thereof.

(f) **Demand Registration Rights.**

In addition to the registration rights set forth in Section 2(a), at any time following the effectiveness of the initial Registration Statement, each Investor (each, a **“Demanding Investor”**) shall have the right to request that the Company file a Registration Statement covering the resale of Registrable Securities held by such Demanding Investor (a **“Demand Registration”**). Each Demanding Investor shall be entitled to make up to two (2) such demands in any twelve (12) month period. The Company shall use reasonable best efforts to file such Registration Statement within thirty (30) days of receipt of such demand and to cause such Registration Statement to become effective as promptly as practicable thereafter. The Company shall not be obligated to effect a Demand Registration if the Company has already effected two (2) Demand Registrations for such Demanding Investor in the preceding twelve (12) months.

(g) Piggyback Registration Rights.

If at any time the Company proposes to register any of its securities under the Securities Act (other than a registration on Form S-8 or Form S-4, or any successor forms thereto, or a registration of securities solely relating to an offering and sale to employees, directors or consultants of the Company pursuant to any employee stock plan or other employee benefit plan arrangement), the Company shall give prompt written notice to each Investor of its intention to effect such registration and, subject to Sections 2(g)(i) and 2(g)(ii) below, shall include in such registration all Registrable Securities held by such Investor with respect to which the Company has received a written request for inclusion therein within fifteen (15) days after the delivery of the Company's notice.

(i) **Underwritten Offering Cutback.** If the managing underwriter(s) advise the Company that the total amount of securities requested to be included in such registration exceeds the amount that can be sold without materially and adversely affecting the price, timing or distribution of the offering, then the Company shall include in such registration: (A) first, the securities the Company proposes to sell for its own account; (B) second, the Registrable Securities requested to be included therein by BladeRanger and Blink, pro rata between BladeRanger and Blink based on the number of Registrable Securities requested to be included by each; (C) third, the Registrable Securities requested to be included therein by the other Investors, pro rata among such Investors based on the number of Registrable Securities requested to be included; and (D) fourth, any other securities requested to be included in such registration.

(ii) The Company shall not be required to include Registrable Securities in a piggyback registration if the managing underwriter(s) determine that the inclusion of such securities would materially and adversely affect such offering.

Section 3. Company Obligations.

The Company shall use reasonable best efforts to effect the registration of the Registrable Securities in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall have the following obligations:

(a) The Company shall use reasonable best efforts to keep each Registration Statement effective pursuant to Rule 415 at all times until the earlier of (i) the date on which all Registrable Securities covered by such Registration Statement have been sold thereunder or pursuant to Rule 144 under the Securities Act or (ii) the date on which the Registrable Securities covered by such Registration Statement may be sold without restriction pursuant to Rule 144, including without any manner of sale or volume limitations and without the requirement to be in compliance with Rule 144(c)(1) (or any successor thereto) (the "**Effectiveness Period**").

(b) The Company shall prepare and file with the SEC such amendments (including post-effective amendments) and supplements to a Registration Statement and the Prospectus used in connection with such Registration Statement, which Prospectus is to be filed pursuant to Rule 424 promulgated under the Securities Act, as may be necessary to keep such Registration Statement effective at all times during the Effectiveness Period, and, during such period, comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities of the Company covered by such Registration Statement.

(c) The Company shall permit each of BladeRanger and Blink to review and comment upon the Registration Statement and all amendments and supplements thereto at least two (2) Business Days prior to their filing with the SEC. The Company shall not file any Registration Statement or amendment or supplement thereto (including any document that would be incorporated or deemed to be incorporated therein by reference) in a form to which BladeRanger or Blink reasonably objects in good faith.

(d) The Company shall furnish to each Investor, without charge, (i) promptly after the same is prepared and filed with the SEC, at least one copy of the Registration Statement and any amendment(s) thereto, (ii) upon the effectiveness of any Registration Statement, a copy of the Prospectus included in such Registration Statement and all amendments and supplements thereto (or such other number of copies as any Investor may reasonably request), and (iii) such other documents, including copies of any preliminary Prospectus, as any Investor may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by such Investor.

(e) The Company shall use reasonable best efforts to (i) register and qualify, unless an exemption from registration and qualification applies, the resale of the Registrable Securities covered by each Registration Statement under such other securities or blue sky laws of such jurisdictions in the United States as BladeRanger or Blink may reasonably request, (ii) prepare and file in those jurisdictions, such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Effectiveness Period, (iii) take such other actions as may be necessary to maintain such registrations and qualifications in effect at all times during the Effectiveness Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(e), (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction.

(f) The Company shall use reasonable best efforts to prevent the issuance of any stop order or other suspension of effectiveness of a Registration Statement, or the suspension of the qualification of any Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest practicable moment and to notify each of BladeRanger and Blink of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

(g) The Company shall use reasonable best efforts to cause all Registrable Securities covered by a Registration Statement to be listed on each Trading Market on which the Common Stock is then listed.

(h) The Company shall notify each of BladeRanger and Blink in writing of the happening of any event, as promptly as practicable after becoming aware of such event, as a result of which the Prospectus included in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and promptly prepare a supplement or amendment to the Registration Statement to correct such untrue statement or omission, and deliver a copy of such supplement or amendment to each of BladeRanger and Blink. The Company shall also promptly notify each of BladeRanger and Blink in writing (I) when a Prospectus or any Prospectus supplement or post-effective amendment has been filed, and when the Registration Statement or any post-effective amendment has become effective (notification of such effectiveness shall be delivered to each of BladeRanger and Blink by email or facsimile on the same day of such effectiveness), (II) of any request by the SEC for amendments or supplements to the Registration Statement or the Prospectus or for additional information, and (III) of the Company's reasonable determination that a post-effective amendment to the Registration Statement would be appropriate.

(i) The Company shall use reasonable best efforts to comply with all applicable rules and regulations of the SEC in connection with any registration hereunder, and make generally available to its security holders, as soon as practicable, an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule promulgated thereafter by the SEC). The Company shall also comply with the provisions of Rule 172 under the Securities Act (or any successor rule promulgated thereafter by the SEC) and, upon the written request of BladeRanger or Blink, file any required document pursuant to Rule 424 under the Securities Act.

(j) Within two (2) Business Days after a Registration Statement which covers Registrable Securities is ordered effective by the SEC, the Company shall deliver, and shall cause legal counsel for the Company to deliver, to the transfer agent for such Registrable Securities (with copies to the Investors whose Registrable Securities are included in such Registration Statement) confirmation that such Registration Statement has been declared effective by the SEC.

(k) If requested by an Investor, the Company shall prepare and file with the SEC such amendments (including post-effective amendments) and supplements to a Registration Statement and the Prospectus used in connection with such Registration Statement as may be necessary in order to change the plan of distribution set forth in such Registration Statement.

(l) The Company shall use reasonable best efforts to take all other actions necessary to expedite and facilitate disposition by the Investors of the Registrable Securities pursuant to each Registration Statement. The Company shall cooperate with each Investor to facilitate the timely preparation and delivery of certificates (or book-entry statements) representing Registrable Securities to be sold pursuant to a Registration Statement, which certificates (or book-entry statements) shall be free of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as each Investor may reasonably request. With a view to making available to the Investors the benefits of Rule 144 under the Securities Act, the Company agrees to: (i) make and keep public information available, as those terms are understood and defined in Rule 144, at all times after the effective date of the initial Registration Statement; (ii) file with the SEC in a timely manner all reports and other documents required of the Company under the Exchange Act; and (iii) furnish to any Investor upon request, (A) a written statement by the Company that it has complied with the reporting requirements of Rule 144, the Securities Act and the Exchange Act, (B) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (C) such other information as may be reasonably requested to permit the Investors to sell such securities pursuant to Rule 144 without registration.

Section 4. **Due Diligence Review; Information.**

The Company shall make available, during normal business hours, for inspection and review by each of BladeRanger and Blink, advisors to and representatives of BladeRanger or Blink (who may or may not be affiliated with BladeRanger or Blink, as applicable, and who are reasonably acceptable to the Company) ("**Inspectors**"), all financial and other records, all SEC filings and other documents and all other corporate documents, properties and other information of the Company (collectively, the "**Records**") as may be reasonably necessary for the purpose of any such registration statement. The Company shall cause the Company's officers, directors, employees, outside counsel and independent certified public accountants to respond to the reasonable inquiries of any such Inspectors and to supply all documents reasonably requested by any such Inspectors in connection with any such Registration Statement. Each Inspector shall agree to hold in strict confidence and shall not make any disclosure (except to BladeRanger or Blink, as applicable) of any Records or other information which the Company determines in good faith to be confidential, and of which determination the Inspectors are so notified, unless (a) the release of such Records is ordered pursuant to a final, non-appealable subpoena or order from a court or government body of competent jurisdiction, or (b) the information in such Records has been made generally available to the public other than by disclosure in violation of this or any other agreement of which the Inspector has knowledge. Each Investor agrees that it shall, upon learning that disclosure of such Records is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt notice to the Company and allow the Company, at its expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, the Records deemed confidential. Nothing herein shall be deemed to limit the Company's ability to impose additional confidentiality obligations on any Inspector, or to limit or restrict any additional rights that the Company may have under any other agreement with any Inspector or any other person. The Company shall not disclose material nonpublic information to the Inspectors, or to BladeRanger or Blink, unless prior to disclosure of such information the Company identifies such information as being material nonpublic information and provides the Inspectors and BladeRanger or Blink, as applicable, with the opportunity to accept or refuse to accept such material nonpublic information for review.

Section 5. **Obligations of the Investors.**

(a) At least five (5) Business Days prior to the first anticipated filing date of a Registration Statement, the Company shall notify each Investor in writing of the information the Company requires from each such Investor if such Investor elects to have any of such Investor's Registrable Securities included in the Registration Statement. It shall be a condition precedent to the obligations of the Company to include Registrable Securities held by an Investor in a Registration Statement, and to complete the registration pursuant to this Agreement with respect to an Investor, that such Investor shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it as shall be reasonably required to effect the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request. Each Investor shall, upon receipt from the Company, complete and execute a Selling Stockholder Notice and Questionnaire substantially in the form attached hereto as Exhibit B.

(b) Each Investor, by such Investor's acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of each Registration Statement hereunder, unless such Investor has notified the Company in writing of such Investor's election to exclude all of such Investor's Registrable Securities from such Registration Statement.

(c) Each Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(h) or of an Allowed Delay, such Investor will immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement(s) covering such Registrable Securities until such Investor's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 3(h) or receipt of notice that the Allowed Delay period has concluded. Notwithstanding anything to the contrary, the Company shall cause its transfer agent to deliver unlegended shares of Common Stock to a transferee of an Investor in accordance with the terms of the SPA in connection with any sale of Registrable Securities with respect to which an Investor has entered into a contract for sale prior to the Investor's receipt of a notice from the Company of the happening of any event of the kind described in Section 3(h) or of an Allowed Delay and for which the Investor has not yet settled.

(d) Each Investor covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it in connection with sales of Registrable Securities pursuant to a Registration Statement.

Section 6. **Indemnification.**

(a) **Indemnification by the Company.** The Company shall indemnify and hold harmless each Investor, each Investor's officers, directors, members, managers, partners, agents and employees, each person who controls any Investor (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, members, stockholders, partners, agents and employees of each such controlling person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and reasonable attorneys' fees) and expenses (collectively, "**Losses**"), as incurred, arising out of or relating to (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, or (ii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation thereunder, in connection with the performance of its obligations under this Agreement, except to the extent, but only to the extent, that (I) such untrue statements or omissions are based solely upon information regarding such Investor furnished in writing to the Company by such Investor expressly for use therein, or (II) such information relates to such Investor or such Investor's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Investor expressly for use in the Registration Statement, such Prospectus or such form of Prospectus or in any amendment or supplement thereto. The Company shall notify each of BladeRanger and Blink promptly of the institution, threat or assertion of any Proceeding arising from or in connection with the transactions contemplated by this Agreement of which the Company is aware.

(b) **Indemnification by the Investors.** Each Investor shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of each such controlling person, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, to the extent arising out of or based solely upon: (i) such Investor's failure to comply with the prospectus delivery requirements of the Securities Act or (ii) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, or any form of prospectus, or in any amendment or supplement thereto, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading to the extent, but only to the extent, that such untrue statement or omission is contained in any information so furnished in writing by such Investor to the Company specifically for inclusion in such Registration Statement or such Prospectus. In no event shall the liability of any Investor hereunder be greater in amount than the dollar amount of the net proceeds received by such Investor upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) **Conduct of Indemnification Proceedings.** If any Proceeding shall be brought or asserted against any person entitled to indemnity hereunder (an “**Indemnified Party**”), such Indemnified Party shall promptly notify the person from whom indemnity is sought (the “**Indemnifying Party**”) in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with the defense thereof; provided, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have materially and adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses, or (2) the Indemnifying Party shall have failed to promptly assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding, or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and counsel to the Indemnified Party shall reasonably believe that a material conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and the reasonable fees and expenses of no more than one separate counsel shall be at the expense of the Indemnifying Party). The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld, delayed or conditioned. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

All reasonable fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within ten (10) Business Days of written notice thereof to the Indemnifying Party; provided, that the Indemnified Party shall promptly reimburse the Indemnifying Party for that portion of such fees and expenses applicable to such actions for which such Indemnified Party is judicially determined to not be entitled to indemnification hereunder.

(d) **Contribution.** If the indemnification under Section 6(a) or 6(b) is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless for any Losses, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent any such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in this Section 6, any reasonable attorneys' or other fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section 6 was available to such party in accordance with its terms.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 6(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 6(d), no Investor shall be required to contribute, in the aggregate, any amount in excess of the amount by which the net proceeds actually received by such Investor from the sale of the Registrable Securities subject to the Proceeding exceeds the amount of any damages that such Investor has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission.

The indemnity and contribution agreements contained in this Section are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties and are not in diminution or limitation of the indemnification provisions under the SPA. A person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall not be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Notwithstanding anything to the contrary herein, in no event shall the liability of any Investor for contribution under this Section 6 exceed the net proceeds from the offering received by such Investor (as defined in the SPA), except in the case of Fraud (as defined in the SPA) committed by such Investor. For the avoidance of doubt, with respect to BladeRanger, "Fraud" for purposes of this Agreement shall have the meaning set forth in the SPA, including the limitations therein regarding the Persons whose conduct may constitute Fraud by BladeRanger, and no Fraud or other conduct of Envoy or any officer, director, employee, agent or other representative of Envoy shall be imputed to BladeRanger. Each Investor's obligation to contribute pursuant to this Section 6 is several, and not joint, with the other Investors.

Section 7. **Lock-Up Provisions.**

(a) **BladeRanger Lock-Up.** BladeRanger agrees that for a period commencing on the date on which the shares of Series C Preferred Stock held by BladeRanger are converted into shares of Common Stock and expiring on the earlier of (i) April 1, 2027, or (ii) six (6) months from the date of such conversion (the “**BladeRanger Lock-Up Period**”), BladeRanger shall not, directly or indirectly, sell, transfer, assign, pledge, hypothecate or otherwise dispose of any shares of Common Stock issued upon conversion of the Series C Preferred Stock held by BladeRanger (the “**BladeRanger Conversion Shares**”). Following the expiration of the BladeRanger Lock-Up Period, BladeRanger shall be permitted to sell BladeRanger Conversion Shares subject to a daily volume limitation equal to the lesser of (i) 10% of the daily trading volume of the Common Stock on the applicable Trading Market and (ii) the volume of shares of Common Stock that would be permitted to be sold by BladeRanger under Rule 144 under the Securities Act (the “**Leak-Out Restriction**”).

(b) **Blink Lock-Up.** Blink agrees that for a period commencing on the date on which the shares of Series C Preferred Stock held by Blink are converted into shares of Common Stock and expiring on the earlier of (i) April 1, 2027, or (ii) six (6) months from the date of such conversion (the “**Blink Lock-Up Period**”), Blink shall not, directly or indirectly, sell, transfer, assign, pledge, hypothecate or otherwise dispose of any shares of Common Stock issued upon conversion of the Series C Preferred Stock held by Blink (the “**Blink Conversion Shares**”); *provided, however*, that the foregoing restriction shall not apply to a Blink Distribution effected in accordance with Section 4.4(c) of the SPA. Following the expiration of the Blink Lock-Up Period, Blink shall be permitted to sell Blink Conversion Shares subject to a daily volume limitation equal to the lesser of (i) 10% of the daily trading volume of the Common Stock on the applicable Trading Market and (ii) the volume of shares of Common Stock that would be permitted to be sold by Blink under Rule 144 under the Securities Act (which limitation shall constitute a Leak-Out Restriction applicable to Blink).

Section 8. **Miscellaneous.**

(a) **Effective Date.** This Agreement shall be effective as of the Closing (as defined in the SPA).

(b) **Amendments and Waivers.** No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and BladeRanger or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought, except that if such amendment or waiver would adversely affect the rights of any Investor in a manner different from or disproportionate to the effect on other Investors, the consent of such adversely affected Investor shall also be required. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

(c) **Notices.** Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the SPA, or to such other address or email as a party hereto may from time to time specify in writing in accordance with this Section 8(c). Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (a) the time of transmission, if such notice or communication is delivered via email as specified in this Section prior to 5:30 p.m. (New York City time) on a Business Day, (b) the next Business Day after the time of transmission, if such notice or communication is delivered via email as specified in this Section on a day that is not a Business Day or later than 5:30 p.m. (New York City time) on any Business Day, (c) the second (2nd) Business Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given.

(d) **Assignments and Transfers by the Investors.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Investors and their respective successors and assigns. An Investor may transfer or assign, in whole or from time to time in part, to one or more persons its rights hereunder in connection with the transfer of Registrable Securities by such Investor to such person, provided that such Investor complies with all laws applicable thereto and provides written notice of assignment to the Company promptly after such assignment is effected, and provided further, that such transferee agrees in writing to be bound by the terms and conditions of this Agreement.

(e) **Assignments and Transfers by the Company.** This Agreement may not be assigned by the Company (whether by operation of law or otherwise) without the prior written consent of BladeRanger, provided, however, that in the event that the Company is a party to a merger, consolidation, share exchange or similar business combination transaction in which the Common Stock is converted into the equity securities of another person, from and after the effective time of such transaction, such person shall, by virtue of such transaction, be deemed to have assumed the obligations of the Company hereunder, the term “Company” shall be deemed to refer to such person and the term “Registrable Securities” shall be deemed to include the securities received by the Investors in connection with such transaction unless such securities are otherwise freely tradable by the Investors after such transaction.

(f) **Benefits of the Agreement.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(g) **Counterparts**. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that each party need not sign the same counterpart. Counterparts may be delivered via email (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(h) **Titles and Subtitles**. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(i) **Severability**. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

(j) **Further Assurances**. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(k) **Entire Agreement**. This Agreement, together with the SPA and the other documents and instruments referred to herein and therein, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, letters and understandings relating to the subject matter hereof.

(l) **Governing Law**. This Agreement shall be exclusively governed by, and exclusively construed in accordance with, the laws of the State of Delaware. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement.

(m) **Cumulative Remedies**. The remedies provided herein are cumulative and not exclusive of any other remedies provided by law.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement or caused their duly authorized officers to execute this Agreement as of the date first above written.

CID HOLDCO, INC.

By: /s/ Edmund Nabrtozky

Name: Ed Nabrtzky

Title: CEO

Address for Notice:

CID HoldCo, Inc.
661 S Cameron St, Suite 100
Las Vegas, Nevada 89118
Attention: Chief Executive Officer
[* * *]

with a copy to (which copy shall not constitute notice):

DLA Piper LLP (US)
ATTN: Penny Minna
One Atlantic Center
1201 West Peachtree
Street, Suite 2900
Atlanta, GA 30309-3450

Certain information indicated by [***] has been excluded from this Exhibit 10.5 because it is not material.

BLADERANGER LTD.

By: /s/ Shmulik Yannay
Name: Shmuel Yanay
Title: Chief Executive Officer

Address for Notice:

Menivim Tower 7th Floor, 1 Hatachana St., Kfar Saba, Israel

BLINK CHARGING CO.

By: /s/ Michael Bercovich
Name: Michael Bercovich
Title: Chief Financial Officer

Address for Notice:

1489 West Warm Springs Rd., Suite 110
Henderson, Nevada 89014
Email: [* * *]

**H CAPITAL VENTURES MANAGEMENT
CONSULTANCIES CO. LLC**

By: /s/ Efroyim Hecht
Name: Efroyim Hecht
Title: Director

Address for Notice:

702, Building 6 Emaar Square, Burj Khalifa Community
Dubai, UAE

[Signature Page to Registration Rights Agreement]

Certain information indicated by [***] has been excluded from this Exhibit 10.5 because it is not material.

Annex A

Schedule of Investors

Investor	Series C Preferred Stock Shares	Common Stock Shares
BladeRanger Ltd.	8,433,123	233,543
Blink Charging Co.	0	2,166,667 Common Stock Shares issuable upon conversion of the Envoy Convertible Note, subject to the terms of the SPA
H Capital Ventures Management Consultancies Co. LLC	0	233,543 Common Stock Shares issuable upon conversion of H Capital Convertible Note
Total:	10,599,790	467,086

* Subject to the issuance of shares of Series C Preferred Stock upon a Forced Conversion in accordance with the terms of the SPA.

Exhibit A

Plan of Distribution

[* * *]

Certain information indicated by [***] has been excluded from this Exhibit 10.5 because it is not material

Exhibit B

Selling Stockholder Notice and Questionnaire

[* * *]

Certain information indicated by [***] has been excluded from this Exhibit 10.5 because it is not material

VOTING AGREEMENT

This **VOTING AGREEMENT**, dated as of October 9, 2026 (this “**Voting Agreement**”), is entered into by and among the individuals and entities listed on Exhibit A hereto (each, a “**Stockholder**” and collectively, the “**Stockholders**”), and CID HoldCo, Inc., a Delaware corporation (the “**Company**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Company has entered into a securities purchase agreement, dated as of September 25, 2026, with BladeRanger Ltd., a company organized under the laws of the State of Israel (“**BladeRanger**”), and Envoy Technologies, Inc., a Delaware corporation (“**Envoy**”), as amended by Amendment No. 1 to Securities Purchase Agreement, dated as of October 9, 2026, and pursuant to a Joinder Agreement dated as of October 9, 2026, Blink Charging Co., a Nevada corporation (“**Blink**”), became a party thereto on the terms set forth therein (as may be further amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, and together with the Joinder Agreement, the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, the Company will acquire 100% of the issued and outstanding shares of stock of Envoy;

WHEREAS, pursuant to the Purchase Agreement, the Company will issue to BladeRanger 8,433,123 shares of Series C Convertible Non-Redeemable Preferred Stock, par value \$0.0001 per share (the “**Series C Preferred Stock**”), and 233,543 shares of the Company’s common stock, par value \$0.0001 per share (the “**Common Stock**”), and Blink will convert the Envoy Convertible Note into 2,166,667 shares of Common Stock;

WHEREAS, as of the date hereof, each Stockholder owns the number of shares of Common Stock set forth after its name on Exhibit A (all such shares, together with all shares of Common Stock hereinafter acquired by each Stockholder, the “**Shares**”); and

WHEREAS, in order to induce BladeRanger and Blink to consummate the transactions contemplated therein, each Stockholder is executing and delivering this Voting Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Voting Agreements.

During the period commencing on the date hereof and ending on the earlier to occur of (a) receipt of Stockholder Approval, and (b) such date and time as the Purchase Agreement shall be terminated in accordance with its terms (whichever is earlier, the “**Expiration Time**”), each Stockholder, in its capacity as a stockholder of the Company, agrees that, at the stockholders meeting called by the Company to obtain the Stockholder Approval (the “**Stockholders Meeting**”) and any subsequently postponed, rescheduled or subsequent meeting to approve the proposals therein, if applicable, and/or in connection with any written consent of the Company’s stockholders related to the Stockholder Approval (all meetings or consents related to the Purchase Agreement, collectively referred to herein as the “**Meeting**”), such Stockholder shall:

- (a) when the Meeting is held, appear in person or by proxy at the Meeting or otherwise cause its Shares to be counted as present for the purpose of establishing a quorum;
- (b) vote (or execute and return an action by written consent), or cause to be voted at the Meeting (or validly execute and return and cause such consent to be granted with respect to), all of its Shares in favor of the proposals for the Stockholder Approval, including without limitation:
 - (i) the conversion of the Series C Preferred Stock into shares of Common Stock,
 - (ii) the conversion of the H Capital Convertible Note (as defined in the Purchase Agreement),
 - (iii) any issuances under the standby equity purchase agreement contemplated by the Purchase Agreement requiring Stockholder Approval under applicable Nasdaq rules,
 - (iv) the change of control and other stockholder approvals required under Nasdaq Listing Rules 5635(a), (b), and (d), and
 - (v) any reverse stock split necessary to achieve a \$4.00 initial listing bid price,

in each case, subject to and in accordance with the terms of the Purchase Agreement (as may be amended or restated from time to time); and

- (c) vote (or execute and return an action by written consent), or cause to be voted at the Meeting (or validly execute and return and cause such consent to be granted with respect to), all of its Shares against any other action that would reasonably be expected to:
 - (i) impede, interfere with, frustrate, delay, or postpone the Stockholder Approval,
 - (ii) result in a material breach of any covenant, representation or warranty or other obligation or agreement of the Company under the Purchase Agreement or
 - (iii) result in a material breach of any covenant, representation or warranty or other obligation or agreement of such Stockholder contained in this Voting Agreement.
- (d) **Irrevocable Proxy.** Each Stockholder hereby irrevocably appoints BladeRanger and any designee of BladeRanger, and each of them individually, as such Stockholder's proxy and attorney-in-fact, with full power of substitution and resubstitution, to vote or cause to be voted (including by proxy or written consent) all of such Stockholder's Shares in accordance with Section 1(b) and Section 1(c) hereof if, and only if, such Stockholder fails to vote or cause to be voted its Shares in accordance with its obligations under this Section 1. Each Stockholder hereby affirms that the foregoing proxy is coupled with an interest and is irrevocable until the Expiration Time, and is granted in consideration of BladeRanger entering into the Purchase Agreement. Each Stockholder hereby revokes any and all prior proxies or powers of attorney granted with respect to the Shares that would conflict with the foregoing proxy and agrees not to grant any subsequent proxy or enter into any voting agreement with respect to the Shares that is inconsistent with the foregoing proxy. The proxy granted pursuant to this Section 1(d) shall automatically terminate at the Expiration Time.

2. Restrictions on Transfer.

Unless this Voting Agreement is terminated in accordance with the provisions hereof, each Stockholder agrees that it shall not sell, assign or otherwise transfer any of its Shares unless the buyer, assignee or transferee thereof executes a joinder agreement to this Voting Agreement in a form reasonably acceptable to BladeRanger. The Company shall not register any sale, assignment or transfer of any Shares on the Company's stock ledger (book entry or otherwise) that is not in compliance with this Section 2.

3. No Inconsistent Agreements.

Each Stockholder agrees not to take any action that would have the effect of making any representation or warranty of such Stockholder contained herein untrue or incorrect or delaying, preventing or disabling the Stockholder from performing any of his or her obligations under this Voting Agreement in accordance with its terms.

4. Waiver.

Each Stockholder hereby irrevocably and unconditionally waives any rights of appraisal, dissenter's rights and any similar rights relating to the Purchase Agreement.

5. Consent to Disclosure.

Each Stockholder hereby consents to the publication and disclosure in the proxy statement contemplated by the Purchase Agreement (and, as and to the extent otherwise required by applicable securities laws or the Commission or any other securities authorities, any other documents or communications provided by BladeRanger or the Company to any governmental authority) of such Stockholder's identity and beneficial ownership of Shares and the nature of such Stockholder's commitments, arrangements and understandings under and relating to this Voting Agreement and, if deemed appropriate by BladeRanger or the Company, a copy of this Voting Agreement. Each Stockholder will promptly provide any information reasonably requested by BladeRanger or the Company for any regulatory application or filing made or approval sought in connection with the transactions contemplated by the Purchase Agreement (including filings with the Commission).

6. Stockholder Representations.

Each Stockholder represents and warrants to BladeRanger and the Company, as of the date hereof, that:

- (a) if such Stockholder is an entity, such Stockholder is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has the requisite power and authority to execute and deliver this Voting Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Voting Agreement by such Stockholder have been duly authorized by all necessary action on behalf of such Stockholder and no other proceedings or actions on the part of such Stockholder are necessary therefor;
- (b) this Voting Agreement has been duly executed and delivered by such Stockholder and, assuming due authorization, execution and delivery hereof by the other parties hereto, constitutes a legal, valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, subject to (i) the effect of any applicable law relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar law relating to or affecting generally the enforcement of creditors' rights and remedies and (ii) the effect of general principles of equity, whether such enforceability is considered in a proceeding in equity or at law (the foregoing exceptions in clauses (i) and (ii), the "**Enforceability Exceptions**");
- (c) neither the execution and delivery of this Voting Agreement nor the performance by such Stockholder of its obligations hereunder will (i) result in a violation or breach of or conflict with any agreements, contracts or instruments to which such Stockholder is a party or (ii) violate any order, writ, injunction, decree, judgment, order, statute, rule or regulation applicable to such Stockholder or any of such Stockholder's properties or assets, except in either case as would not reasonably be expected to impair or adversely affect such Stockholder's ability to perform its obligations hereunder. No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any governmental authority is required on the part of such Stockholder in connection with the execution and delivery of this Voting Agreement;
- (d) there is no Proceeding pending against, or, to the knowledge of such Stockholder, threatened against, such Stockholder or any of such Stockholder's properties or assets that would reasonably be expected to impair or adversely affect the ability of such Stockholder to perform its obligations hereunder;
- (e) such Stockholder has good title to all of the Shares set forth after such Stockholder's name on Exhibit A, free and clear of all Liens (other than Permitted Liens and as created by this Voting Agreement), and such Stockholder has sole voting power (including the right to control such vote as contemplated herein) with respect to such Shares, and none of such Shares is subject to any voting trust, proxy, voting agreement or other agreement with respect to the right to vote, call meetings of stockholders or give consents or approvals of any kind;
- (f) the Shares listed on Exhibit A opposite the name of such Stockholder are the only shares of capital stock of the Company owned of record or beneficially owned by such Stockholder, and such Stockholder has not appointed or granted any proxy or power of attorney that is still in effect with respect to any Shares, except as contemplated by this Voting Agreement, and such Stockholder has not entered into any voting trust or agreement concerning any of such Shares that is inconsistent with such Stockholder's obligations pursuant to this Voting Agreement; and
- (g) neither the Company, BladeRanger nor any of their respective affiliates has made any representation or warranty to such Stockholder, whether express or implied, of any kind or character except as expressly set forth in this Section 6.

7. Termination.

This Voting Agreement and all of its provisions shall automatically terminate, without any further action of any of the parties, and be of no further force or effect upon the earlier of (a) the Expiration Time and (b) the written agreement of the Stockholders, BladeRanger and the Company. Upon such termination of this Voting Agreement, all obligations of the parties under this Voting Agreement will terminate, without any liability or other obligation on the part of any party hereto to any Person in respect hereof or the transactions contemplated hereby, and no party hereto shall have any claim against another (and no Person shall have any rights against such party), whether under contract, tort or otherwise, with respect to the subject matter hereof; provided, however, that no such termination shall relieve any party from liability for any breach of this Voting Agreement occurring prior to such termination. This Section 7 shall survive the termination of this Voting Agreement.

8. Entire Agreement; Amendment.

This Voting Agreement and the other agreements referenced herein constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersede all prior understandings, agreements or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby. This Voting Agreement cannot be amended, except by a writing signed by each of (i) the Company and (ii) Stockholders holding at least a majority of the Shares, and cannot be terminated or otherwise modified except by a writing signed by the Company, and the Stockholders holding at least a majority of the Shares and BladeRanger. No provision hereof can be waived, except by a writing signed by the party against whom such waiver is to be enforced, provided that no waiver of any obligation of a Stockholder hereunder that benefits BladeRanger shall be effective without the prior written consent of BladeRanger, and any such waiver shall apply only in the particular instance in which such waiver shall have been given.

9. Assignment.

No party hereto may, except as set forth herein, assign either this Voting Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other parties. Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Voting Agreement shall be binding on each Stockholder and the Company and each of their respective successors, heirs, personal representatives and assigns and permitted transferees.

10. Counterparts.

This Voting Agreement may be executed in any number of original, electronic counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. This Voting Agreement shall become effective upon delivery to each party of an executed counterpart or the earlier delivery to each party of original, photocopied, or electronically transmitted signature pages that together (but need not individually) bear the signatures (each of which may be an electronic signature, including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or comparable law, e.g., www.docusign.com) of all other parties.

11. Severability.

This Voting Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Voting Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Voting Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

12. Governing Law; Waiver of Jury Trial.

This Voting Agreement and all claims and causes of action arising out of, based upon, or related to this Voting Agreement or the negotiation, execution or performance hereof, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Any action arising out of or relating to this Voting Agreement shall be brought exclusively in the Court of Chancery of the State of Delaware (or, if the Court of Chancery declines to accept jurisdiction, any state court or federal court sitting in the State of Delaware), and each party irrevocably consents to the jurisdiction of such courts. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS VOTING AGREEMENT.

13. Notice.

Any notice, consent or request to be given in connection with any of the terms or provisions of this Voting Agreement shall be in writing and shall be sent or given in accordance with the terms of Section 6.3 of the Purchase Agreement to the applicable party, with respect to the Company, at the address set forth on its counterpart signature page to the Purchase Agreement, and, with respect to each Stockholder, at its address set forth on Exhibit A.

14. Adjustment for Stock Split.

If, and as often as, there are any changes in the Shares by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or business combination, or by any other means, equitable adjustment shall be made to the provisions of this Voting Agreement as may be required so that the rights, privileges, duties and obligations hereunder shall continue with respect to each Stockholder and the Company and the Shares as so changed.

15. Further Actions.

Each of the parties hereto agrees to execute and deliver hereafter any further document, agreement or instrument of assignment, transfer or conveyance as may be necessary or desirable to effectuate the purposes hereof and as may be reasonably requested in writing by another party hereto.

16. Specific Performance.

The parties hereto and BladeRanger, as an express third-party beneficiary hereof, agree that irreparable damage would occur if any provision of this Voting Agreement were not performed in accordance with the terms hereof, and accordingly, each party shall be entitled to an injunction or injunctions to prevent breaches of this Voting Agreement or to enforce specifically the performance of the terms and provisions hereof without proof of actual damages or otherwise, in addition to any other remedy to which they are entitled at law or in equity as expressly permitted in this Voting Agreement. Each of the parties and each Stockholder with respect to any enforcement action brought by BladeRanger further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement to post security or a bond as prerequisite to obtaining equitable relief.

17. Third-Party Beneficiary.

Notwithstanding anything to the contrary contained herein, BladeRanger is an express and intended third-party beneficiary of this Voting Agreement and shall be entitled to directly enforce against each Stockholder and the Company all covenants, agreements and obligations hereunder that are for the benefit of BladeRanger, including the obligations set forth in Sections 1, 2, 3, 5, 8, 16 and 17, and shall be entitled to exercise directly all rights and remedies available with respect thereto.

18. Representation.

Each of the parties to this Voting Agreement acknowledges that it has read and understands the meaning of this Voting Agreement and been represented in connection with the signing of this Voting Agreement by independent legal counsel selected by the respective party and that such party has discussed the legal consequences and import of this Voting Agreement with legal counsel or voluntarily elected not to consult with legal counsel.

[Signature Page Follows]

IN WITNESS WHEREOF, each Stockholder and the Company have each caused this Voting Agreement to be duly executed as of the date first written above.

STOCKHOLDER:

Name:

COMPANY:

CID HOLDCO, INC.

By: _____
Name: Charles Maddox
Title Chief Financial Officer

Exhibit A

Stockholders

Stockholder	Number of Shares	Address for Notice
Phyllis W. Newhouse	40,931	[* * *]
ShoulderUp 2021 Trust	62,047	[* * *]
Edmund S. Nabrotzky	142,864	[* * *]
Total:	245,842	

Certain information indicated by [***] has been excluded from this Exhibit 10.6 because it is not material.

FOR IMMEDIATE RELEASE**Dot Ai Completes \$65 Million All-Stock Acquisition of Envoy Technologies**

- *Adds an established, revenue-generating electric vehicle carsharing business serving residential communities, hotels and resorts across the United States*
- *Positions Dot Ai to support Envoy's growth while extending its asset-intelligence technology into shared mobility*

WILMINGTON, DELAWARE, OCTOBER 12, 2026 – CID HoldCo, Inc., doing business as Dot Ai (Nasdaq: DAIC) (“Dot Ai” or the “Company”), today announced that it has completed the acquisition of Envoy Technologies, Inc. (“Envoy”) from BladeRanger Ltd. (TASE: BLRN) in an all-stock transaction valued at approximately \$65 million, based on an agreed reference price of \$6.00 per share of Dot Ai common stock. The transaction also involved Blink Charging Co. (Nasdaq: BLNK), the holder of an outstanding convertible note issued by Envoy.

With the acquisition complete, Dot Ai now owns an established, revenue-generating business with an existing customer base and vehicles operating across the United States. Envoy offers all-electric carsharing as an on-site amenity at residential communities, hotels, resorts and campus properties across the United States. Residents and guests reserve vehicles by the hour or day through the Envoy app, while Envoy handles insurance, maintenance and day-to-day operations. Property owners gain a new amenity and a potential new revenue stream without buying or managing vehicles themselves.

“Dot Ai has spent years building technology around the movement and intelligence of physical assets,” said Edmund S. Nabrotzky, Chief Executive Officer of Dot Ai. “Envoy expands our reach into shared mobility, creating new opportunities to apply Dot Ai’s asset-intelligence technology in a growing market. This closing puts Dot Ai on a stronger foundation, addresses the stockholders’ equity requirement in front of us with Nasdaq, and gives us a platform we can grow.”

Nasdaq Listing

Dot Ai believes that, following the acquisition, it satisfies the \$2.5 million minimum stockholders’ equity requirement for continued listing on The Nasdaq Capital Market under Nasdaq Listing Rule 5550(b)(1). The Company will submit evidence of compliance to the Nasdaq Hearings Panel, and its continued listing remains subject to the Panel’s confirmation. The closing follows the Company’s settlement of its senior secured debt and new working-capital financing, both completed in September.

Positioned to Grow

Envoy’s model has been deployed across multiple markets; the opportunity now is scale. Dot Ai intends to focus on expanding Envoy’s fleet and property footprint – adding residential, hospitality and campus properties in the United States and, over time, select international markets – and toward bringing Dot Ai’s asset-intelligence technology to Envoy’s fleet, where tracking, monitoring and managing vehicles is central to the business.

“Car access is becoming part of the amenity package in the same way residents and guests expect a gym, a pool or Wi-Fi,” said Shmulik Yannay, CEO of BladeRanger. “Envoy has been building toward that shift for years. This transaction gives us an opportunity to put that model in front of more owners and operators and make shared mobility a much more common part of the places people live and stay.”

“What stood out to me about Envoy is how much of the difficult work has already been done,” said Charles Maddox, Chief Financial Officer and Chief Operating Officer of Dot Ai. “The technology is built, customers are using it and the model has been deployed across multiple markets. The question was never whether Envoy works. With the acquisition closed, our focus turns to funding that growth and putting Dot Ai’s technology to work across Envoy’s fleet.”

Transaction Summary

Dot Ai acquired 100% of Envoy from BladeRanger in exchange for shares of Dot Ai common stock and Series C Convertible Preferred Stock, valued at the \$6.00 reference price. Envoy’s existing \$12.5 million convertible note, which was amended in connection with the closing, remains outstanding and will convert into Dot Ai common stock upon satisfaction of the applicable conversion conditions, including stockholder approval and effectiveness of a resale registration statement, subject to certain exceptions. The \$65 million transaction value includes the shares issuable upon conversion of the convertible note. Following those conversions, BladeRanger is expected to hold a majority of Dot Ai’s common stock on an as-converted basis, subject to applicable conversion limitations and approvals. Dot Ai intends to seek stockholder approval for the issuance of common stock upon conversion of the Series C Convertible Preferred Stock, to the extent required under applicable Nasdaq rules, and the parties have agreed to use reasonable best efforts to obtain such approval by January 31, 2027. Such approval was not a condition to closing. The transaction was approved by Dot Ai’s Special Committee of independent directors and its Board of Directors.

About Dot Ai (CID HoldCo, Inc.)

Dot Ai (Nasdaq: DAIC) is an ambient IoT and asset-intelligence company. Its Industrial Bridge reader and patent-pending on-metal and wet-environment antenna technology make battery-free ambient tags readable in industrial and outdoor conditions, and its U.S. Patent No. 11,017,189 covers the vehicle-as-reader architecture in which a moving reader dynamically tracks moving beacons. Dot Ai serves an industrial partner ecosystem. For more information, visit <https://daic.ai>.

About Envoy Technologies, Inc.

Envoy is an electric vehicle fleet technology and EV-sharing company headquartered in Culver City, California, offering all-electric carsharing as a premium amenity for residential, hospitality and campus properties. By partnering with real estate owners and operators, Envoy transforms mobility into a premium property amenity, reducing parking demand, cutting reliance on individual car ownership, and helping developers meet the moment on sustainability and urban planning. Envoy is a wholly owned subsidiary of Dot Ai (Nasdaq: DAIC).

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include all statements that are not historical facts, including statements regarding the anticipated benefits of the acquisition of Envoy, including, for example, the expected expansion of the Company's commercial operations and market presence; opportunities to introduce and integrate Dot Ai's asset-intelligence technology into Envoy's existing platform and operations; the potential expansion of Envoy's electric vehicle carsharing business into additional residential, hospitality, campus and international markets; anticipated revenue opportunities and future growth; the Company's ability to successfully integrate Envoy's business and operations; the Company's belief regarding its stockholders' equity and its ability to regain and maintain compliance with applicable Nasdaq listing requirements; the Company's ability to obtain the required stockholder approval in connection with the transaction and the anticipated conversions of the Series C preferred stock and Envoy convertible note; and the Company's ability to support Envoy's operations and expansion. All forward-looking statements are based on Dot Ai's current expectations and beliefs concerning future developments and their potential effects on the Company. Forward-looking statements are subject to risks and uncertainties — including the risk that required stockholder, Nasdaq, or regulatory approvals may not be obtained, that Nasdaq may not accept the Company's evidence of compliance with the stockholders' equity requirement, that the Company may not successfully integrate Envoy's operations, that anticipated benefits and synergies of the acquisition may not be realized, that additional financing may not be available on acceptable terms or at all, and that the Company may be unable to regain or maintain compliance with applicable Nasdaq listing requirements — that could cause actual results to differ materially from those expressed in the forward-looking statements. Readers are cautioned not to put undue reliance on forward-looking statements, and Dot Ai assumes no obligation to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise, except as required by law.

Important Information for Stockholders

In connection with the proposed transactions, the Company intends to file a proxy statement with the SEC. The Company also plans to file other documents with the SEC regarding the proposed transactions. After the proxy statement has been cleared by the SEC, a definitive proxy statement will be filed with the SEC and mailed to the stockholders of record of the Company. The Board will set the record date prior to mailing the definitive proxy statement. **STOCKHOLDERS OF THE COMPANY ARE URGED TO CAREFULLY READ THE PROXY STATEMENT (INCLUDING ALL AMENDMENTS AND SUPPLEMENTS THERETO) AND OTHER DOCUMENTS RELATING TO THE PROPOSED TRANSACTIONS THAT WILL BE FILED WITH THE SEC IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTIONS.** Stockholders will be able to obtain free copies of the proxy statement and other documents containing important information about the Company once such documents are filed with the SEC, through the website maintained by the SEC at <http://www.sec.gov>.

Participants in the Solicitation

The Company and its executive officers, directors, other members of management and employees may be deemed, under SEC rules, to be participants in the solicitation of proxies from the Company's stockholders with respect to the proposed transactions. Information regarding the executive officers and directors of the Company is set forth in the Company's definitive proxy statement for the Company's 2026 annual meeting of stockholders filed with the SEC on April 17, 2026 and in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025 filed with the SEC on March 11, 2026. More detailed information regarding the identity of potential participants, and their direct or indirect interests, by securities holdings or otherwise, will be set forth in the proxy statement and other materials to be filed with the SEC in connection with the transactions contemplated by the Purchase Agreement.

No Offer or Solicitation

This press release is not a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the proposed transactions and shall not constitute an offer to sell or a solicitation of an offer to buy any securities, nor shall there be any sale of securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such state or jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of the Securities Act.

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