

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

**FORM 8-K
CURRENT REPORT**

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 20, 2025

STRAN & COMPANY, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

001-41038

(Commission File Number)

04-3297200

(IRS Employer
Identification No.)

500 Victory Road, Suite 301, Quincy, MA

(Address of principal executive offices)

02171

(Zip Code)

800-833-3309

(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	SWAG	The Nasdaq Stock Market LLC
Warrants, each warrant exercisable for one share of Common Stock at an exercise price of \$4.81375	SWAGW	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 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging Growth Company ☒

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

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

Resignations of Directors; Entry into Separation Agreement

On June 17, 2025, Travis McCourt, and on June 18, 2025, Ashley L. Marshall and Alejandro Tani, delivered written notice of resignation from the board of directors (the "Board") of Stran & Company, Inc. (the "Company"), effective immediately. The resignations of Ms. Marshall, Mr. McCourt, and Mr. Tani were not in connection with any known disagreement with the Company on any matter relating to its operations, policies, or practices.

Election of Directors

On June 20, 2025, the Board elected each of Mark Charles Adams and Sarah L. Cummins to the Board, filling two of the vacancies on the Board resulting from the resignations of Ms. Marshall, Mr. McCourt, and Mr. Tani. Each of Mr. Adams and Ms. Cummins will serve as a director until his or her successor has been duly elected and qualified or his or her earlier death, resignation, disqualification, or removal. In addition, with the recommendation of the Nominating and Corporate Governance Committee of the Board (the "Nominating and Corporate Governance Committee"), the Board approved: (i) the appointment of Mr. Adams as chairman of the Audit Committee of the Board (the "Audit Committee"), and as a member of the Nominating and Corporate Governance Committee and the Compensation Committee of the Board (the "Compensation Committee"); and (ii) the appointment of Ms. Cummins as chairman of the Nominating and Corporate Governance Committee, and as a member of the Audit Committee and the Compensation Committee.

On June 20, 2025, the Company entered into an Independent Director Agreement, dated as of June 20, 2025 ("June 2025 Independent Director Agreement"), with each of Mr. Adams and Ms. Cummins. Pursuant to each June 2025 Independent Director Agreement, the Company will pay each of Mr. Adams and Ms. Cummins \$20,000 annually in cash for services as an independent director and \$6,000 annually in cash for services as chairman of either the Audit Committee or the Compensation Committee. On June 20, 2025, the Company also granted each of Mr. Adams and Ms. Cummins 9,449 restricted shares of common stock, and, on each anniversary during the term of each respective June

2025 Independent Director Agreement, will grant each of them restricted shares of common stock worth \$12,000, based on the 30-day average trailing volume-weighted average price. In addition, on June 20, 2025, the Company granted each of Mr. Adams and Ms. Cummins a stock option to purchase 10,000 shares of common stock with an exercise price of \$1.27 per share, based on the 30-day average trailing volume-weighted average price as of June 20, 2025.

On June 20, 2025, the Company also entered into a standard indemnification agreement with each of Mr. Adams and Ms. Cummins (“Indemnification Agreement”). The Company’s standard policies of insurance will provide coverage (a) to its directors and executive officers against loss rising from claims made by reason of breach of duty or other wrongful act, and (b) to the Company with respect to payments which the Company may make to such executive officers and directors pursuant to the indemnification agreements referred to above, the Company’s articles of incorporation and bylaws, or otherwise as a matter of law.

There was no arrangement or understanding between any of Mr. Adams or Ms. Cummins and any person pursuant to which he or she was selected as director, and there are no transactions between any of Mr. Adams or Ms. Cummins and the Company that would be required to be reported under Item 404(a) of Regulation S-K.

Copies of the forms of each June 2025 Independent Director Agreement and the Indemnification Agreement are filed as Exhibit 10.1 and Exhibit 10.2 to this Current Report on Form 8-K, respectively, and the description above is qualified in its entirety by reference to the full text of such exhibits.

Item 7.01 Regulation FD Disclosure.

On June 23, 2025, the Company issued a press release announcing the election of each of Mr. Adams and Ms. Cummins, and resignations of Ms. Marshall, Mr. McCourt, and Mr. Tani. A copy of the press release is furnished as Exhibit 99.1 to this report.

The information furnished pursuant to this Item 7.01 (including Exhibit 99.1 hereto), shall not be deemed “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing under the Exchange Act or the Securities Act, except as expressly set forth by specific reference in such a filing.

Forward-Looking Statements

The press release attached as Exhibit 99.1 hereto and the statements contained therein include “forward-looking statements” within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act, which statements involve substantial risks and uncertainties. Forward-looking statements generally relate to future events or the Company’s future financial or operating performance. In some cases, you can identify these statements because they contain words such as “may,” “will,” “believes,” “expects,” “anticipates,” “estimates,” “projects,” “intends,” “should,” “seeks,” “future,” “continue,” “plan,” “target,” “predict,” “potential,” or the negative of such terms, or other comparable terminology that concern the Company’s expectations, strategy, plans, or intentions. Forward-looking statements relating to expectations about future results or events are based upon information available to the Company as of today’s date and are not guarantees of the future performance of the Company, and actual results may vary materially from the results and expectations discussed. Forward-looking statements include, but are not limited to, the Company’s expectations regarding synergies from its acquired businesses, its financial position and operating performance, its expectations regarding its business initiatives, the Company’s expectations about its operating performance, trends in its business, the effectiveness of its growth strategies, its market opportunities, and demand for its products and services in general. The Company’s expectations and beliefs regarding these matters may not materialize, and actual results in future periods are subject to risks and uncertainties that could cause actual results to differ materially from those projected, including risks and uncertainties described in the section titled “Risk Factors” in the Company’s periodic reports with the Securities and Exchange Commission. All subsequent written and oral forward-looking statements concerning the Company or other matters and attributable to the Company or any person acting on its behalf are expressly qualified in their entirety by the cautionary statements above. The Company does not undertake any obligation to publicly update any of these forward-looking statements to reflect events or circumstances that may arise after the date hereof, except as required by law.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description of Exhibit
10.1	Form of Independent Director Agreement
10.2	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.14 to Annual Report on Form 10-K filed on March 28, 2024)
99.1	Press release dated June 23, 2025
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

Date: June 23, 2025

STRAN & COMPANY, INC.

/s/ Andrew Shape

Name: Andrew Shape

Title: President and Chief Executive Officer

INDEPENDENT DIRECTOR AGREEMENT

INDEPENDENT DIRECTOR AGREEMENT (this “**Agreement**”), dated _____, 20__ (the “**Effective Date**”), by and between Stran & Company, Inc., a Nevada corporation (the “**Company**”), and the undersigned (the “**Director**”).

RECITALS

A. The Company desires that the Director serve on the Company’s board of directors (the “**Board**”), which will include membership on one or more committees of the Board, and the Director desires to serve on the Board.

B. The Director has been determined by the Board to be an “Independent Director” with respect to the Company, as defined by the listing rules of The Nasdaq Stock Market LLC (“**Nasdaq**”). The Director has also been determined to be eligible for membership on one or more committees of the Board in accordance with such listing requirements.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company and the Director hereby agree as follows:

1. **Duties.** From and after the Effective Date, the Company requires that the Director be available to perform the duties of an Independent Director customarily related to this function as may be determined and assigned by the Board and as may be required by the Company’s constituent instruments, including its articles of incorporation and bylaws, as amended, and its corporate governance and board committee charters, each as amended or modified from time to time, and by applicable law, including the Nevada Revised Statutes. The Director agrees to devote as much time as is necessary to perform completely the duties as a director of the Company, including duties as a member of one or more committees of the Board, to which the Director may hereafter be appointed. The Director will perform such duties described herein in accordance with the general fiduciary duty of directors.

2. **Term.** The term of this Agreement shall commence as of the Effective Date, and shall continue until the Director’s removal or resignation.

3. **Compensation.**

(a) **Cash Compensation.** Following the commencement of the term of this Agreement, for all services to be rendered by the Director in any capacity hereunder, the Company agrees to compensate the Director a fee consisting of \$20,000, and an additional \$6,000 if the Director is appointed as chair of the Audit Committee of the Board or the chair of the Compensation Committee of the Board, per year in cash (the “**Annual Fee**”), which Annual Fee shall be paid to the Director in four (4) equal installments no later than the fifth (5th) business day of each calendar quarter commencing in the first quarter following the Effective Date. The Director shall be responsible for his or her own individual income tax payment on the Annual Fee in jurisdictions where the Director resides.

(b) **Equity Compensation.**

(i) Upon execution of this Agreement and subject to the approval by the Board or the Compensation Committee of the Board, as applicable, the Director shall be entitled to receive a one-time stock option (the “**Option**”) to purchase 10,000 shares of the common stock of the Company, par value \$0.0001 per share (the “**Common Stock**”), under the Plan. The Option will be subject to the terms and conditions applicable to stock options granted under the Stran & Company, Inc. Amended and Restated 2021 Equity Incentive Plan (the “**Plan**”), as described in the Plan and the applicable Stock Option Agreement (the “**Option Agreement**”). The Option shall: (1) have an exercise price equal to the average volume-weighted average price (“**VWAP**”) of the Common Stock over the thirty (30) trading days immediately preceding the date of grant; (2) vest and become exercisable in four (4) equal quarterly installments, with the first installment vesting on the last day of the first full calendar quarter following the date of grant, and each subsequent installment vesting on the last day of each of the next three calendar quarters, such that the final installment vests on the one-year anniversary of the date of grant, subject to the Director’s Continuous Service (as defined in the Plan) through each such vesting date; (3) have a term of ten years (subject to earlier termination upon the termination of the Term) from the date of grant; and (4) such other terms and conditions as shall be set forth in the Option Agreement and in accordance with applicable law.

(ii) Upon execution of this Agreement and subject to the approval by the Board or the Compensation Committee of the Board, as applicable, the Director shall be entitled to receive an annual restricted stock award (the “**Share Grant**”) of the Common Stock, valued at \$12,000 in aggregate based on a per share value equal to the average VWAP of the Common Stock over the thirty (30) trading days immediately preceding the Effective Date and each anniversary of the Effective Date. The Share Grant will be subject to the terms and conditions applicable to restricted stock granted under the Plan, as described in the Plan and the applicable Restricted Stock Award Agreement (the “**Restricted Stock Award Agreement**”) and in accordance with applicable law. The Share Grant shall vest in four (4) equal quarterly installments, with the first installment vesting on the last day of the first full calendar quarter following the date of grant, and each subsequent installment vesting on the last day of each of the next three calendar quarters, such that the final installment vests on the one-year anniversary of the date of grant, subject to the Director’s Continuous Service (as defined in the Plan) and other terms and conditions of the respective Restricted Stock Award Agreement and the Plan.

In the event that the Director serves less than a full year on the Board, the Company shall only be obligated to pay the pro rata portion of such Annual Fee to the Director for his or her services performed during such year. Furthermore, the vesting of the Option and any Share Grant shall not accelerate in the event the Director serves less than a full year on the Board following the grant of the Option or such Share Grant.

4. **Independence.** The Director acknowledges that this Agreement is contingent upon the Board’s determination that he or she is an “Independent Director” as defined under the Nasdaq Listing Rules. The Director covenants and agrees that the Director shall take no action or omit to take any action that would reasonably be determined to cause him or her to no longer be determined to be an “Independent Director” as defined under the Nasdaq Listing Rules.

5. **Expenses.** The Company shall reimburse the Director for pre-approved reasonable business-related expenses incurred in good faith in connection with the performance of the Director’s duties for the Company. Such reimbursement shall be made by the Company upon submission by the Director of a signed statement itemizing the expenses incurred, which shall be accompanied by sufficient documentation to support the expenditures.

6. **Other Agreements.**

(a) **Confidential Information and Insider Trading.** The Company and the Director each acknowledge that, in order for the intentions and purposes of this Agreement to be accomplished, the Director shall necessarily be obtaining access to certain confidential information concerning the Company and its affairs, including, but not limited to, business methods, information systems, financial data and strategic plans which are unique assets of the Company (as further defined below, the “**Confidential Information**”).

and that the communication of such Confidential Information to third parties could irreparably injure the Company and its business. Accordingly, the Director agrees that, during his or her association with the Company and thereafter, he or she will treat and safeguard as confidential and secret all Confidential Information received by him or her at any time and that, without the prior written consent of the Company, he or she will not disclose or reveal any of the Confidential Information to any third party whatsoever or use the same in any manner except in connection with the business of the Company and in any event in no way harmful to or competitive with the Company or its business. For purposes of this Agreement, “**Confidential Information**” includes any information not generally known to the public or recognized as confidential according to standard industry practice, any trade secrets, know-how, development, manufacturing, marketing and distribution plans and information, inventions, formulas, methods or processes, whether or not patented or patentable, pricing policies and records of the Company (and such other information normally understood to be confidential or otherwise designated as such in writing by the Company), all of which the Director expressly acknowledges and agrees shall be confidential and proprietary information belonging to the Company. Upon termination of the Director’s association with the Company, the Director shall return to the Company all documents and papers relating to the Company, including any Confidential Information, together with any copies thereof, or certify that he or she has destroyed all such documents and papers. Furthermore, the Director recognizes that the Company has received and in the future will receive confidential or proprietary information from third parties subject to a duty on the Company’s part to maintain the confidentiality of such information and, in some cases, to use it only for certain limited purposes. The Director agrees that the Director owes the Company and such third parties, both during the term of the Director’s association with the Company and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to, except as is consistent with the Company’s agreement with the third party, disclose it to any person or entity or use it for the benefit of anyone other than the Company or such third party, unless expressly authorized to act otherwise by an officer of the Company. In addition, the Director acknowledges and agrees that the Director may have access to “material non-public information” for purposes of the federal securities laws (“**Insider Information**”) and that the Director will abide by all securities laws relating to the handling of and acting upon such Insider Information.

(b) Permitted Disclosures. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Director shall promptly provide written notice of any such order to the Chief Executive Officer of the Company.

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(c) Permitted Communications. Nothing herein prohibits or restricts the Director (or the Director’s attorney) from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority, Inc. (FINRA), any other self-regulatory organization, or any other federal or state regulatory authority regarding a possible securities law violation.

(d) Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016 (“DTSA”). Notwithstanding any other provision of this Agreement:

(i) The Director will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed under seal in a lawsuit or other proceeding.

(ii) If the Director files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Director may disclose the Company’s trade secrets to the Director’s attorney and use the trade secret information in the court proceeding if the Director: (A) files any document containing trade secrets under seal; and (B) does not disclose trade secrets, except pursuant to court order.

(e) Disparaging Statements. At all times during and after the period in which the Director is a member of the Board and at all times thereafter, the Director shall not either verbally, in writing, electronically or otherwise: (i) make any derogatory or disparaging statements about the Company, any of its affiliates, any of their respective officers, directors, shareholders, employees and agents, or any of the Company’s current or past customers or employees, or (ii) make any public statement or perform or do any other act prejudicial or injurious to the reputation or goodwill of the Company or any of its affiliates or otherwise interfere with the business of the Company or any of its affiliates; provided, however, that nothing in this paragraph shall preclude the Director from complying with all obligations imposed by law or legal compulsion, and provided, further, however, that nothing in this paragraph shall be deemed applicable to any testimony given by the Director in any legal or administrative proceedings.

(f) Work Product. Director agrees that any and all Work Product (as defined below) shall be the Company’s sole and exclusive property. Director hereby irrevocably assigns to the Company all right, title and interest worldwide in and to any deliverables resulting from the Director’s services as a director to the Company (“**Deliverables**”), and to any ideas, concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other copyrightable works, and any other work product created, conceived or developed by you (whether alone or jointly with others) for the Company during or before the term of this Agreement, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein (the “**Work Product**”). Director retains no rights to use the Work Product and agrees not to challenge the validity of our ownership of the Work Product. Director agrees to execute, at Company’s request and expense, all documents and other instruments necessary or desirable to confirm such assignment. In the event that Director does not, for any reason, execute such documents within a reasonable time after the Company’s request, Director hereby irrevocably appoint the Company as Director’s attorney-in-fact for the purpose of executing such documents on your behalf, which appointment is coupled with an interest. Director will deliver to the Company any Deliverables and disclose promptly in writing to us all other Work Product.

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(g) Enforcement. The Director acknowledges and agrees that the covenants contained herein are reasonable, that valid consideration has been and will be received and that the agreements set forth herein are the result of arms-length negotiations between the parties hereto. The Director recognizes that the provisions of this Section 6 are vitally important to the continuing welfare of the Company and its affiliates and that any violation of this Section 6 could result in irreparable harm to the Company and its affiliates for which money damages would constitute a totally inadequate remedy. Accordingly, in the event of any such violation by the Director, the Company and its affiliates, in addition to any other remedies they may have, shall have the right to institute and maintain a proceeding to compel specific performance thereof or to obtain an injunction or other equitable relief restraining any action by the Director in violation of this Section 6 without posting any bond therefore or demonstrating actual damages, and the Director will not claim as a defense thereto that the Company has an adequate remedy at law or require the posting of a bond. If any of the restrictions or activities contained in this Section 6 shall for any reason be held by an arbitrator to be excessively broad as to duration, geographical scope, activity or subject, such restrictions shall be construed so as thereafter to be limited or reduced to be enforceable to the extent compatible with the applicable law; it being understood that by the execution of this Agreement the parties hereto regard such restrictions as reasonable and compatible with their respective rights. The Director acknowledges that injunctive relief may be granted immediately upon the commencement of any such action without notice to the Director and in addition Company may recover monetary damages.

(h) Separate Agreement. The parties hereto further agree that the provisions of Section 6 are separate from and independent of the remainder of this Agreement and that Section 6 is specifically enforceable by the Company notwithstanding any claim made by the Director against the Company. The terms of this Section 6 shall survive termination of this Agreement.

7. Market Stand-Off Agreement. In the event of a public or private offering of the Company’s securities, and upon request of the Company, the underwriters or placement agents placing the offering of the Company’s securities, the Director agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company that the Director may own, other than those included in the registration, without the prior written consent of the Company or such underwriters, as the case may be, for such period of time from the effective date of such registration as may be requested by the Company or such placement agent or underwriter.

8. Termination. With or without cause, the Company and the Director may each terminate this Agreement at any time upon ten (10) days written notice, and the Company shall

be obligated to pay to the Director the compensation and expenses due up to the date of the termination. Nothing contained herein or omitted herefrom shall prevent the stockholder(s) of the Company from removing the Director with immediate effect at any time for any reason.

9. **Indemnification.** The Company shall indemnify, defend and hold harmless the Director, to the full extent allowed by the law of the State of Nevada, and as provided by, or granted pursuant to, any charter provision, bylaw provision, agreement (including, without limitation, the Indemnification Agreement executed herewith), vote of stockholders or disinterested directors or otherwise, both as to action in the Director's official capacity and as to action in another capacity while holding such office. The Company and the Director shall execute the Indemnification Agreement in the form attached hereto as Exhibit A unless the parties hereto are parties to a substantially identical agreement.

10. **Effect Of Waiver.** The waiver by either party of the breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

11. **Notice.** Any and all notices referred to herein shall be sufficient if furnished in writing at the addresses specified on the signature page hereto or, if to the Company, to the Company's address as specified in filings made by the Company with the U.S. Securities and Exchange Commission.

12. **Governing Law; Arbitration.** This Agreement shall be interpreted in accordance with, and the rights of the parties hereto shall be determined by, the laws of the State of Nevada without reference to that state's conflicts of laws principles. Any disputes or claims arising under or in connection with this Agreement or the transactions contemplated hereunder shall be resolved by binding arbitration. Notice of a demand to arbitrate a dispute by any party hereto shall be given in writing to the other parties hereto at their last known addresses. Arbitration shall be commenced by the filing by such a party of an arbitration demand with the American Arbitration Association ("AAA"). The arbitration and resolution of the dispute shall be resolved by a single arbitrator appointed by the AAA pursuant to AAA rules. The arbitration shall in all respects be governed and conducted by applicable AAA rules, and any award and/or decision shall be conclusive and binding on the parties. The arbitration shall be conducted in North Quincy, Massachusetts. The arbitrator shall supply a written opinion supporting any award, and judgment may be entered on the award in any court of competent jurisdiction. Each party hereto shall pay its own fees and expenses for the arbitration, except that any costs and charges imposed by the AAA and any fees of the arbitrator for his services shall be assessed against the losing party by the arbitrator. In the event that preliminary or permanent injunctive relief is necessary or desirable in order to prevent a party from acting contrary to this Agreement or to prevent irreparable harm prior to a confirmation of an arbitration award, then any party hereto is authorized and entitled to commence a lawsuit solely to obtain equitable relief against the other such parties pending the completion of the arbitration in a court having jurisdiction over those parties.

13. **Assignment.** The rights and benefits of the Company under this Agreement shall be transferable, and all the covenants and agreements hereunder shall inure to the benefit of, and be enforceable by or against, its successors and assigns. The duties and obligations of the Director under this Agreement are personal and therefore the Director may not assign any right or duty under this Agreement without the prior written consent of the Company.

14. **Miscellaneous.** If any provision of this Agreement shall be declared invalid or illegal, for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of the this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein. The article headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (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. Except as provided elsewhere herein, this Agreement sets forth the entire agreement of the parties with respect to its subject matter and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party to this Agreement with respect to such subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Independent Director Agreement to be duly executed and signed as of the day and year first above written.

COMPANY:

Stran & Company, Inc.

By: _____

Name: Andy Shape

Title: Chief Executive Officer

DIRECTOR:

Name:

Address: _____

EXHIBIT A

Indemnification Agreement

(See Attached)



Stran & Company Transforms Board of Directors with New Directors

Quincy, MA / June 23, 2025 / Stran & Company, Inc. ("Stran" or the "Company") (NASDAQ: SWAG) (NASDAQ: SWAGW), a leading provider of outsourced marketing solutions specializing in promotional products and loyalty incentives, today announced the appointment of two highly accomplished individuals - Mark Adams and Sarah Cummins - to its Board of Directors. These strategic appointments replace three outgoing directors and position Stran for accelerated growth and increased shareholder value.

"We are thrilled to welcome Mark and Sarah to our Board," said Andy Shape, President and CEO of Stran & Company. "Their exceptional track records, diverse expertise, and visionary leadership will elevate our strategic direction and drive our mission to deliver unparalleled value to our clients and shareholders. These appointments mark a pivotal step in our journey to build a more robust and dynamic company."

These appointments follow the resignations of directors Travis McCourt, Ashley Marshall, and Alejandro Tani, effective immediately, as they pursue other professional and personal opportunities. Their departures were amicable and not due to any disagreements with the Company's operations, policies, or practices.

"We extend our heartfelt gratitude to Travis, Ashley, and Alejandro for their dedicated service through our transition into a publicly-traded company and invaluable contributions to Stran," said Andy Shape. "We wish them the very best in their future endeavors."

Mark Adams

Mr. Adams, a leader in the media industry, is the President and CEO of Adams Publishing Group, LLC (APG), which he founded in 2013. Under his leadership, APG has grown into a leading community-focused media organization. Prior to founding APG, Mark joined M/C Partners, a Boston-based private equity firm specializing in media where he managed the B2B, medical, and financial publishing portfolios for M/C Partners for several decades, overseeing a multi-year, multi-platform roll-up in the specialty publishing and digital space. Mr. Adams is a director of each of The Associated Press, News/Media Alliance, The McCallum Theater, and DAP Health Inc. Mr. Adams holds a B.A. in Economics from Tufts University, plus an MBA and M.S. in Communications from Boston University.

Sarah Cummins

Ms. Cummins, a dynamic leader with over 25 years in sports, media, and entertainment, is Senior Vice President, Global Partnerships at WTA Ventures LLC, the commercial arm of the Women's Tennis Association ("WTA"), where she drives global business development and commercial initiatives. Previously, she was an Operating Partner at Isos7 Sports, focusing on value creation in media and sports, and SVP of Consumer Products at WWE, where she managed a \$1 billion global division, forging partnerships with leading consumer brands. Her prior roles include leadership positions at New York Road Runners, Vineyard Vines, and the United States Tennis Association. Ms. Cummins earned a BA from Boston College and has been recognized as a Sports Business Journal Game Changer.

About Stran

For over 30 years, Stran has grown to become a leader in the promotional products industry, specializing in complex marketing programs to help recognize the value of promotional products, branded merchandise, and loyalty incentive programs as a tool to drive awareness, build brands and impact sales. Stran is the chosen promotional programs manager of many Fortune 500 companies, across a variety of industries, to execute their promotional marketing, loyalty and incentive, sponsorship activation, recruitment, retention, and wellness campaigns. Stran provides world-class customer service and utilizes cutting-edge technology, including efficient ordering and logistics technology to provide order processing, warehousing and fulfillment functions. The Company's mission is to develop long-term relationships with its clients, enabling them to connect with both their customers and employees in order to build lasting brand loyalty. Additional information about the Company is available at: www.stran.com.

Forward Looking Statements

This press release contains "forward-looking statements" that are subject to substantial risks and uncertainties. All statements, other than statements of historical fact, contained in this press release are forward-looking statements. Forward-looking statements contained in this press release may be identified by the use of words such as "anticipate," "believe," "contemplate," "could," "estimate," "expect," "intend," "seek," "may," "might," "plan," "potential," "predict," "project," "target," "aim," "should," "will" "would," or the negative of these words or other similar expressions, although not all forward-looking statements contain these words. Forward-looking statements include, but are not limited to, the Company's expectations regarding synergies from its acquired businesses, its financial position and operating performance, its expectations regarding its business initiatives, the Company's expectations about its operating performance, trends in its business, the effectiveness of its growth strategies, its market opportunities, and demand for its products and services in general. Forward-looking statements are based on the Company's current expectations and are subject to inherent uncertainties, risks and assumptions that are difficult to predict. Further, certain forward-looking statements are based on assumptions as to future events that may not prove to be accurate. These and other risks and uncertainties are described more fully in the section titled "Risk Factors" in the Company's periodic reports which are filed with the Securities and Exchange Commission. Forward-looking statements contained in this announcement are made as of this date, and the Company undertakes no duty to update such information except as required under applicable law.

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