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): August 18, 2026

Rocky Mountain Chocolate Factory, Inc.
(Exact name of registrant as specified in its charter)

Delaware	001-36865	47-1535633
(State or other jurisdiction of incorporation	(Commission File Number	(IRS Employer Identification No.)

265 Turner Drive
Durango, Colorado 81303
(Address of principal executive offices) (Zip Code)

(970) 259-0554
Registrant's telephone number, including area code:

N/A
(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	Name of each exchange on which registered
Common Stock, $0.001 par value per share	RMCF	Nasdaq Capital Market

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

Emerging growth company ☐

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

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

Appointment of Chief Operating Officer

On August 18, 2026, the Board of Directors (the "Board") of Rocky Mountain Chocolate Factory, Inc. (the "Company") approved the appointment of David Denker as Chief Operating Officer (principal operating officer) of the Company, effective August 14, 2026.

Mr. Denker, age 39, has served as the Company's Vice President of Franchise Development since September 2025 and subsequently assumed broader leadership responsibilities across the Company. Prior to joining the Company, from July 2024 through August 2025, Mr. Denker served as President and Chief Growth Officer of Cookie Plug, where his responsibilities included franchise operations and development, merchandising, marketing and product innovation. From January 2024 through July 2024, Mr. Denker served as Fractional Senior Vice President of Operations for Salty Dawg, and prior to that, he spent more than a decade with The Vitamin Shoppe and related entities, including serving as Senior Director of Franchise and International Development from November 2021 through December 2023 and as Senior Director of New Business Development and International from December 2019 through November 2021, where he was responsible for franchise strategy and development, international expansion, new business development and the growth of alternative channels. Mr. Denker holds a Bachelor of Science in Business Administration from the University of Vermont and is a Certified Franchise Executive.

There are no arrangements or understandings between Mr. Denker and any other person pursuant to which he was appointed as Chief Operating Officer of the Company. There are no family relationships between Mr. Denker and any director or executive officer of the Company and there are no related party transactions between the Company and Mr. Denker which would require disclosure under Item 404 of Regulation S-K.

Chief Operating Officer Employment Agreement

On August 18, 2026, the Company entered into an amendment to Mr. Denker's offer of employment (the "Amendment") in connection with his appointment as Chief Operating Officer, effective August 16, 2026, amending Mr. Denker's original offer of employment, dated August 17, 2025 (the "Employment Agreement"). Pursuant to the Amendment, Mr. Denker was appointed Chief Operating Officer and his annual base salary will be $185,000, payable in accordance with the Company's normal payroll practices and procedures.

Pursuant to the terms of the Employment Agreement, Mr. Denker is eligible for an annual cash incentive bonus with an initial target of 50% of his annual base salary, based on the achievement of Company performance goals as established by the Compensation Committee of the Board of Directors. Mr. Denker is also eligible for an equity incentive grant in the form of restricted stock units, with a value of $82,500 at target performance, vesting based on the achievement of specified performance goals set annually and ongoing service with the Company.

Mr. Denker is an at-will employee. If the Company terminates Mr. Denker's employment without Cause or Mr. Denker terminates his employment for Good Reason (as defined in the Employment Agreement), Mr. Denker will receive: (a) a cash amount equal to three (3) months of his base salary, and (b) reimbursement for COBRA premium continuation payments for a period of three (3) months following the date of termination, subject to compliance with the terms of the Employment Agreement.

The foregoing summary of the terms of the Employment Agreement and the Amendment and does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Employment Agreement and the Amendment, copies of which are included as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K, and incorporated herein by reference.

Item 8.01. Other Events

On August 24, 2026, the Company issued a press release announcing Mr. Denker's appointment as Chief Operating Officer. A copy of the press release is attached as Exhibit 99.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1*	Offer of Employment, dated August 17, 2025, by and between Rocky Mountain Chocolate Factory, Inc. and David Denker.
10.2*	Amendment to Offer of Employment, dated August 18, 2026, by and between Rocky Mountain Chocolate Factory, Inc. and David Denker.
99.1	Press Release, dated August 24, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Management contract or compensatory plan.

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: August 24, 2026	ROCKY MOUNTAIN CHOCOLATE FACTORY, INC.	
	By:	/s/ Carrie Cass
		Carrie Cass Chief Financial Officer

August 17, 2025

VIA E-MAIL

David Denker

RE: Vice-President of Franchise Development

Dear David:

We are pleased to offer you the position of Vice-President of Franchise Development of Rocky Mountain Chocolate Factory, Inc. (**"Company"**) with an anticipated start date on September 1, 2025 (**"Start Date"**). You will perform those duties and responsibilities as are customary for your position as Vice-President of Franchise Development, as may be directed by the Company's Chief Executive Officer, to whom you will report.

Base Salary. Your annual base salary will be $165,000, which will be payable in accordance with the Company's normal payroll procedures.

Signing Bonus. Subject to the terms and conditions set forth in this letter, you will receive a signing bonus of $15,000 payable on the first payroll date following your first 90 days of employment (the **"Signing Bonus").** By accepting this Signing Bonus as part of your employment package, you agree that in the event you separate from your employment with the Company without Good Reason or the Company terminates your employment for Cause, in either case on or before September 1, 2026, you will be obligated to repay, and that you will repay, to the Company the full amount of the Signing Bonus previously paid on your behalf. You acknowledge the Signing Bonus will be included in your gross income as wages and subject to withholding of all applicable taxes.

Annual cash Incentive Bonus. Starting with the Company fiscal year beginning March 1, 2026, and during your employment with the Company following that date, you will be eligible for an annual cash incentive bonus (**"Annual Bonus"**). Subject to the terms and conditions set forth in this letter, your initial Annual Bonus target will be 50% of your annual base salary (**"Annual Target Bonus"**), less standard payroll deductions and tax withholdings. Your actual Annual Bonus payment for a given fiscal year will be based on the achievement of company performance goals for that fiscal year, as established and determined by the Compensation Committee of the Board of Directors in its sole discretion and paid by the Company within thirty (30) days following the date on which the Compensation Committee approves payment. Except as otherwise provided in the paragraph addressing severance benefits in this letter, in order to be eligible for an Annual Bonus for a given fiscal year, you must be an active employee following the end of the applicable fiscal year through the date on which the Compensation Committee approves payment of the Annual Bonus based on achievement of the performance goals for that fiscal year, which for the fiscal year ending February 28, 2027 will be the performance goals as in effect at the end of the fiscal year.

Equity Incentives. For the Company fiscal year beginning March 1, 2026, you will be awarded an equity incentive grant with a value of $82,500 at target performance, in restricted stock units, vesting based on the achievement of specified performance goals set annually and ongoing service with the Company described below (**"RSU"**). The performance based RSU will represent 60% of the incentive grant, and the time based RSU will represent 40% of the incentive grant. The time based RSU will vest one-third on the last day of the Company's fiscal year ending February 2027, with the remaining two-thirds vesting quarterly thereafter until you are fully vested on the last day of the Company's fiscal year ending February 2029**,** subject to your continued service through the applicable vesting date. The Compensation Committee will approve the grant of RSUs in a regular meeting prior to February 28, 2026 ("Grant Date"), with the performance-based RSUs vesting if the Company achieves a long-term target. The Compensation Committee will define such targets on the Grant Date. The performance period will commence on March 1, 2026 (the beginning of the Company's fiscal year) and end at the Company's fiscal year ending February 28, 2027. The number of shares subject to the RSU will be calculated by dividing the specified value at target performance ($82,500) by the volume weighted average stock price for the twenty (20) trading days prior to the Grant Date. The RSU will be governed by the terms of the Company's 2024 Omnibus Incentive Compensation Plan (as amended from time to time) (**"Plan"**) and the award agreements evidencing the grants. You will be eligible for additional long-term equity incentive grants annually, as approved by the Compensation Committee in its sole discretion.

Your equity incentive grants will be subject to the terms and conditions of other agreements required by the Company as a condition to your employment, as well as any stock ownership guidelines and/or incentive compensation recoupment policies that may be adopted by the Board or the Compensation Committee.

Benefits; Paid Time Off. You will be eligible to participate in the employee benefits plans and programs that are maintained by the Company from time to time, subject in each case to the terms and conditions of the plan or program in question, including the eligibility requirements and provisions thereof, and the determination of any person or committee administering the plan. Your accrual and use of vacation or sick time ("PTO") will be in accordance with the Company's PTO policies in all respects. Accrued Vacation Time will be paid out upon the separation of your employment in accordance with Company policy. Notwithstanding anything in this letter, the Company reserves the right to modify or terminate benefits or policies at any time and from time to time, as it deems necessary, appropriate or desirable.

Severance. Subject to the terms and conditions set forth in this letter, if, at any time, the Company terminates your employment without Cause (other than as a result of your death or Disability) or you terminate your employment for Good Reason (such termination, **"Qualifying Termination"**), then you will receive the Accrued Amounts (as defined below) and the Company will provide you with the following severance benefits (**"Severance Benefits"**):

(a) The Company will pay you a cash amount equal to three (3) months of your base salary in effect as of your Qualifying Termination date ("Cash Severance"). The Cash Severance will be payable in substantially equal installments in accordance with the Company's normal payroll procedures during the period commencing on your Qualifying Termination date and ending on the 3-month anniversary of your Qualifying Termination date; provided, however, that no payments under this paragraph (a) shall be made prior to the first payroll date occurring after the Release Deadline (such payroll date, **"First Payroll Date")** (with amounts otherwise payable prior to the First Payroll Date will be paid on the First Payroll Date without interest thereon); provided that if such Qualifying Termination occurs during the period commencing on the date a "change in control event" (as defined in Treasury Regulation Section l.409A-3(i)(5)) of the Company occurs or during the two (2) year period following such date, such Cash Severance shall be paid in a single lump sum payment on the First Payroll Date (without interest thereon), and

(b) As an additional Severance Benefit, if you timely (and properly) elect to continue your coverage under the Company's group health plan pursuant to Code Section 4980B(f) ("COBRA"), the Company will reimburse you for (or will pay directly, in the discretion of the Company) the premium charged for such coverage until the earliest to occur of (i) the three (3) months from the anniversary of your Qualifying Termination date, (ii) the date on which you obtain health care coverage from another source (e.g., a new employer or spouse's benefit plan), and (iii) the date on which you cease to be entitled to COBRA continuation coverage under the Company's group health plan; provided, however, that the Company may unilaterally amend or eliminate the benefit provided under this paragraph (c) to the extent it deems necessary to avoid imposition of excise taxes, penalties or similar charges on the Company or any of its affiliates (or any of their respective successors), including, without limitation, under Code Section 4980D or 4980H. You must notify the Company within two (2) weeks if you obtain coverage from a new source.

(c) For purposes of this letter, the following defined terms have the following meanings:

(i) **"Accrued Amounts"** means, collectively, (A) your base salary accrued through your last day of employment, (B) any unused vacation time accrued through your last day of employment in accordance with the Company policy, (C) any earned but unpaid Annual Bonus for the fiscal year ended immediately prior to your Qualifying Termination date (provided that any such Annual Bonus will be paid at the same time it would have been paid had your employment not terminated), and (D) reimbursement of any unreimbursed business expenses.

(ii) **"Cause"** means you have (A) been convicted of or pled guilty or nolo contendere to a felony or engaged in conduct involving fraud, embezzlement, misappropriation of corporate funds, dishonesty or misconduct that could otherwise materially harm the reputation or business of the Company; (B) engaged in misconduct or material negligence in the performance of your duties for the Company that is not cured or is not capable of cure after 10 days' written notice from the Company; (C) materially failed to adhere to the Company's material written corporate codes, policies or procedures; (D) refused to carry out a material direction from the Board; (E) materially violated the terms of the PPA (as defined below); or (F) materially violated any fiduciary duty owed to the Company (including, but not limited to, the duty of loyalty).

(iii) **"Good Reason"** means any of the following without your written consent:
(A) a material diminution in your responsibilities, position, reporting relationship and/or authority with the Company; (B) any material breach by the Company of this letter; (C) a required relocation of more than fifty (50) miles from your principal work location, except for travel reasonably required in the performance of your duties and responsibilities; or (D) a material reduction in your annual base salary or Annual Target Bonus, unless such reduction is made across the board and applies to similarly situated executives of the Company; provided, however, that none of the foregoing events shall be the basis for a Good Reason termination if cured by the Company within thirty (30) calendar days after written notice to the Company from you specifying such event in reasonable detail, which notice must be provided within sixty (60) days following the occurrence of that event; and provided further that any alleged Good Reason termination must be made within sixty (60) days following the conclusion of the cure period referenced in the foregoing proviso or you will be deemed to have irrevocably waived your right to terminate your employment for such Good Reason event.

(iv) **"Disability"** has the meaning assigned to such term under the Plan.

Prior to and as a condition to your receipt of the Severance Benefits described above, you shall execute and deliver to the Company an effective release of claims in favor of the Company, in a form provided by the Company (**"Release"**), within the timeframe set forth therein, but not later than forty-five (45) days following your Qualifying Termination date, and allow the Release to become effective according to its terms (by not invoking any legal right to revoke it) by no later than the 60th day following your Qualifying Termination date (such latest permitted effective date, **"Release Deadline"**). If the Release does not become effective and irrevocable by the Release Deadline, you will not have any right or entitlement to any of the Severance Benefits.

You agree that the payment of any Severance Benefits is conditioned on your compliance with the provisions of the PPA (as defined below), including, but not limited to, Sections II and VII thereunder, and if you materially breach any of those provisions, you (a) forfeit your rights to receive any Severance Benefits, and (b) will promptly repay, or cause to be promptly repaid, the Company the full amount of any Severance Benefits paid by the Company to you prior to the date of such breach.

At-Will Employment. Signing below confirms all the details of our offer, terms and conditions of employment but does not constitute any express, implied or real contract of employment for any particular duration, as your employment will be at will. This means that you may resign from the Company at any time with or without reason, and the Company has the right to terminate your employment at any time with or without reason. Should you choose to leave the Company, you agree to aid with a smooth transition by providing the Company with thirty (30) days prior written notice of your intent to terminate employment (which the Company may choose to make effective immediately).

Tax Withholdings; Section 409A. All payments and benefits provided under this letter will be subject to applicable tax withholdings and deductions. Notwithstanding any provision to the contrary in this letter, the parties intend that this letter and the payments and other benefits provided hereunder be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (**"Code"**), and the Treasury regulations and other guidance promulgated thereunder **("Section 409A")** to the maximum extent possible, whether pursuant to the short-term deferral exception described in Treasury Regulation Section l.409A-l(b)(4), the involuntary separation pay plan exception described in Treasury Regulation Section l.409A- 1(b)(9)(iii) or otherwise. To the extent Section 409A is applicable to this letter and such payments and benefits, the parties intend that this letter (and such payments and benefits} comply with the deferral, payout and other limitations and restrictions imposed under Section 409A. Notwithstanding any other provision of this letter to the contrary, this letter shall be interpreted, operated and administered in a manner consistent with such intentions; provided, however, that (a) the Company makes no representations or warranties to you with respect to any tax, economic or legal consequences of this letter or any payments or other benefits provided hereunder, including without limitation under Section 409A, (b) in no event shall the Company or any of its subsidiaries or affiliates (or any of their respective successors) be liable for any additional tax, interest or penalty that may be imposed on you or any other person pursuant to Section 409A or for any damages or liabilities incurred by you or any other person as a result of this letter (or the payments or benefits hereunder) failing to comply with, or be exempt from, Section 409A, and (c) you, by executing this letter, shall be deemed to have waived any claim against the Company and its subsidiaries and affiliates (and their respective successors) with respect to any such tax, economic or legal consequences.

Without limiting the generality of the foregoing, and notwithstanding any other provision of this letter to the contrary (other than the proviso in the last sentence of the immediately preceding paragraph), (a) for purposes of Section 409A, each payment made under this letter shall be treated as a separate and distinct payment, and the right to a series of installment payments under this letter shall be treated as a right to a series of separate and distinct payments; (b) to the extent Section 409A is applicable to this letter, a termination of employment shall not be deemed to have occurred for purposes of any provision of this letter providing for the payment of amounts or benefits upon or following a termination of employment unless such termination constitutes a "separation from service" within the meaning of Treasury Regulation Section l.409A-l(h)(l), without regard to the optional alternative definitions available thereunder (**"Separation from Service"**), and, for purposes of any such provision of this letter, references to "terminate," "termination," "termination of employment," and like terms shall be interpreted accordingly; (c) if you are a "specified employee," within the meaning of Section 409A(a)(2)(B)(i) of the Code, as of the date of your Separation from Service, then to the extent necessary to avoid subjecting you to the imposition of any additional tax under Section 409A, amounts that would otherwise be payable under this letter during the six-month (6) period immediately following your Separation from Service shall not be paid to you during such period, but shall instead be accumulated and paid to you (or, in the event of your death, your estate) in a lump sum on the first business day following the earlier of (i) the date that is six (6) months after your separation from service or (ii) your death; and (d) with regard to any provision in this letter that provides for reimbursement of expenses or in-kind benefits (except for any expense, reimbursement or in-kind benefit provided pursuant to this letter that does not constitute a "deferral of compensation," within the meaning of Treasury Regulation Section 1.409A-l(b)), each reimbursement or in-kind benefit provided under this letter shall be provided in accordance with the following: (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any calendar year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year; (ii) any reimbursement of an eligible expense shall be paid to you on or before the last day of the calendar year following the calendar year in which the expense was incurred; and (iii) any right to reimbursement or in-kind benefits under this letter shall not be subject to liquidation or exchange for another benefit.

Section 280G. Notwithstanding any other provision of this letter to the contrary, if any payment or benefit you will or may receive from the Company or otherwise (**"280G Payment"**) would constitute a "parachute payment" within the meaning of Code Section 280G, and (ii) but for this sentence, be subject to the excise tax imposed by Code Section 4999 (**"Excise Tax"**), then any such 280G Payment provided pursuant to this Agreement (**"Payment"**) shall be equal to the Reduced Amount. The **"Reduced Amount"** shall be either (x) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount (i.e., the amount determined by clause (x) or by clause (y))**,** after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in your receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall be made by the Company in the manner that results in the greatest economic benefit for you, and where more than one Payment has the same economic benefit to you and such Payments are payable at different times, such Payments will be reduced on a pro-rata basis; provided that any such reduction will be effected in a manner intended to comply with the requirements of Section 409A of the Code. In no event will you have any discretion with respect to the ordering of payment reductions. All calculations and determinations under this paragraph shall be made by an independent accounting firm or independent tax counsel appointed by the Company (**"Tax Counsel"**) whose determinations shall be conclusive and binding on you and the Company for all purposes. For purposes of making the calculations and determinations required by this paragraph, the Tax Counsel may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. You agree to furnish the Tax Counsel with such information and documents as the Tax Counsel may reasonably request in order to make its determinations under this paragraph. The Company shall bear all costs the Tax Counsel may reasonably incur in connection with its services.

Agreement for the Protection of RMCF's Property ("PPA"); Miscellaneous. This offer and your employment with the Company are contingent upon your agreement to, and execution of, an Agreement for the Protection of RMCF's Property (**"PPA"**) attached hereto as Exhibit 1, as well as, subject to applicable law, the satisfactory results of any reference/background checks and submission of all required documentation evidencing your eligibility for employment in the United States. The terms and conditions of your employment by the Company will be governed by this letter and the PPA, any other agreements with the Company to which you are a party which relate to your employment, and by the Company's policies and procedures that are adopted by the Company from time to time, including the Company Handbook. For the avoidance of doubt, you acknowledge that: (i) you will receive a copy of the Company Handbook from the Company; (ii) you must carefully review it; and (iii) you will remain subject to the policies therein (as may be modified from time to time) during the entirety of your employment. This letter supersedes any previous discussions, representations, promises, agreements, or offers between you and the Company, and, along with the PPA, contains all the terms under which this offer of employment with the Company is being made to you.

By signing this letter, you represent that your performance of the terms of this letter and of your services to the Company will not conflict with any agreement you may have previously entered with a third party, including any agreement, for example, to keep in confidence any proprietary information learned during any previous employment. You agree that you will not enter into any agreement that conflicts with this letter so long as you are employed by the Company.

To indicate your acceptance of the terms and conditions of this offer, please sign below and send the executed offer letter to me as the Interim Chief Executive Officer of the Company, attention of the Corporate Secretary of the Company. The terms of this offer expire as of August 20, 2025, if your signed acceptance is not received as of the end of that business day.

David, we appreciate you considering this role with the Company. We truly believe you will make a big difference in our future success and the achievements of our long-term vision.

Please feel free to contact me if you have any additional questions concerning this offer.

Sincerely,

/s/ Jeffrey R. Geygan

Jeffrey R. Geygan
Interim Chief Executive Officer
Rocky Mountain Chocolate Factory, Inc.

I hereby acknowledge and agree to the terms and conditions of this offer letter.

/s/ David Denker	8/18/2025
David Denker	Date

EXHIBIT 1

AGREEMENT FOR THE PROTECTION OF RMCF'S PROPERTY

This Agreement for the Protection of Rocky Mountain Chocolate Factory, Inc.'s Property (the "Agreement") is entered into by and between Rocky Mountain Chocolate Factory, Inc., a Delaware corporation, ("RMCF"), and David Denker ("Employee"), who are referred to herein collectively as the "Parties" or each individually as a "Party."

I. Recitals

Whereas, RMCF has expended and will continue to expend substantial sums in developing its product and service lines, pricing policies, and business and marketing strategies;

Whereas, Employee, due to their position at RMCF, will have access to RMCF's confidential and proprietary information, including but not limited to its trade secrets, that Employee acknowledges would not otherwise be available to them;

Whereas, the Confidential Information, Trade Secrets, and Sensitive Information (as defined below) Employee has or will have access to due to their employment with RMCF is owned by and proprietary to RMCF; and

Whereas, Employee recognizes and acknowledges that the unauthorized disclosure or use of such information would cause RMCF to suffer substantial and irreparable harm;

Therefore, in recognition of this potential harm, and as a condition of Employee's employment with RMCF, Employee agrees to enter into and fully abide by this Agreement.

II. Protected Information

A. Confidential Information.

"Confidential Information" refers to an item of information, or a compilation of information, in any form (tangible or intangible), related to RMCF's business that RMCF has not made public or authorized public disclosure of, and that is not generally known to the public or to other persons who might obtain value or competitive advantage from its disclosure or use. Confidential Information will not lose its protected status if it becomes generally known to the public or to other persons through improper means, such as the unauthorized use or disclosure of the information by Employee or another person. Confidential Information includes, but is not limited to: (a) RMCF's business plans and analysis; buying practices, histories, processes, tools, and systems; supplier and vendor information and preferences; marketing and business development plans, process, tools, and strategies; research and development data; financial and/or operational data; methods, techniques, technical data, know-how, innovations, computer programs, un-patented inventions, and Trade Secrets; and (b) information about the business affairs of third parties that such third parties provide to RMCF in confidence. Confidential Information will include Trade Secrets (defined below), but not every item of Confidential Information need qualify as a Trade Secret to be protected by the contractual obligations in this Agreement. RMCF's confidential exchange of information with a third party for business purposes will not remove it from protection under this Agreement.

Confidential Information does not include information relating to the Employee's working conditions or wages, information that is in the public domain, information that is generally known in the trade, information that arises from the Employee's general training, knowledge, skill, or experience, or information that the Employee can prove they acquired wholly independently of their employment with RMCF.

Employee acknowledges that items of Confidential Information are RMCF's valuable assets and have economic value, actual or potential, because they are not generally known by the public or others who could use them to their own economic benefit and/or to the competitive disadvantage of RMCF, and thus, should be protected by contractual obligations.

If Employee is not certain whether information constitutes Confidential Information subject to the restrictions of this Agreement, Employee shall treat such information as Confidential Information unless RMCF specifies otherwise in writing to Employee.

B. Trade Secrets.

Employee acknowledges that RMCF has over the years and will in the future have various Trade Secrets relating to its business generated through the efforts of its management and employees and at substantial expense. While all Trade Secrets are Confidential Information, not all Confidential Information is a Trade Secret. "Trade Secrets" include such matters as technological process, tools, or systems, marketing or business development information and strategies, business planning information, pricing and bidding policies and procedures, banking, credit, and other financial information, and other typically confidential and proprietary information. Employee agrees that this information amounts to "trade secrets" as that term is used in 18 U.S.C. § 1836, C.R.S. § 7-74-102(4) and C.R.S. § 8-2-113(2)(b), RCW 19.108.010(4), and CA Civil Code Section 3426.1.

The Parties recognize that RMCF endeavors to maintain the confidentiality of its Trade Secrets, including but not limited through the requirements set forth in this Agreement, and that their disclosure of any Trade Secrets would severely damage RMCF.

C. Sensitive Information.

"Sensitive Information," whether stored in electronic or printed format, includes: (1) credit card information, including credit card numbers, credit card expiration dates, cardholder names, or cardholder addresses; (2) financial transaction devices, such as financial account numbers; (3) Tax Identification Numbers, including social security numbers, social insurance numbers, business information numbers, or employee identification numbers; (4) other personal identification numbers, such as student, military, or passport identification numbers, driver's license or other state issued identification card numbers; (5) medical information, health insurance identification numbers, or biometric data; and (6) passwords or passcodes of RMCF or its employees.

Protecting Sensitive Information is a condition of Employee's employment irrespective of whether that Sensitive Information otherwise qualifies as Confidential Information or Trade Secrets under this Agreement or the law.

III. <u>Use of Confidential Information, Trade Secrets, and Sensitive Information.</u>

Employee's relationship to RMCF with respect to Confidential Information, Trade Secrets, and Sensitive Information is fiduciary in nature. Employee agrees therefore that (i) Employee will not use or rely on any Confidential Information, Trade Secrets, or Sensitive Information except in the performance of their authorized work for RMCF and (ii) Employee will maintain Confidential Information, Trade Secrets, and Sensitive Information in confidence, and will not disclose any Confidential Information, Trade Secrets, or Sensitive Information to anyone without written authorization from RMCF. Without the written consent of RMCF, Employee shall not, directly or indirectly, disclose or use any Confidential Information, Trade Secrets or Sensitive Information for the benefit of any person or entity other than RMCF. The obligations set forth in this paragraph are in addition to, and not in lieu of, any obligations of Employee otherwise provided by law. These restrictions on disclosure of RMCF's Confidential Information, Trade Secrets, and Sensitive Information shall continue during the term of Employee's employment with RMCF, and perpetually thereafter.

Notwithstanding the foregoing, nothing in this Agreement prohibits or is intended to prohibit Employee from disclosing or using Confidential Information, Trade Secrets, or Sensitive Information as necessary to comply with valid legal processes or to fulfill a legal right or duty, but Employee agrees to give RMCF prompt notice of such process or Employee's intent to disclose or use Confidential Information, Trade Secrets, or Sensitive Information pursuant to such legal duty, to the fullest extent permitted to be required under the law, so that RMCF may take such steps as it deems appropriate to limit or protect the information to be disclosed or used. Nothing in this Agreement shall be construed to limit or prevent Employee from disclosing or using information that arises from the Employee's general training, knowledge, skill, or experience, information that is readily ascertainable to the public, or information that a worker otherwise has a right to disclose as legally protected conduct. By way of example only, nothing in this Agreement prohibits or restricts Employee from filing a charge or complaint with, or receiving an award for information from, the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other securities regulatory agency or authority, the Occupational Safety and Health Administration (OSHA), any other self-regulatory organization, or any other federal or state regulatory authority ("Government Agencies"). Employee further understands that this Agreement does not limit Employee's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency without notice to RMCF. This Agreement does not limit Employee's right to receive an award for information provided to any Government Agencies. Further, nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful.

The Defend Trade Secrets Act provides immunity to individuals under any federal or state trade secret law for the disclosure of a trade secret that is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney for the sole purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

If an individual files a lawsuit against their employer alleging retaliation for reporting a suspected violation of law, the individual may disclose the trade secret to their attorney. The individual may also use the trade secret information in the court proceedings, provided that they file any documents containing the trade secret under seal and do not disclose the trade secret except pursuant to court order.

IV. Protection of Confidential Information, Trade Secrets, and Sensitive Information.

Employee agrees to fully comply with all RMCF security policies and procedures as in force from time to time, including, without limitation, those regarding computer equipment, telephone systems, voicemail systems, facilities access, monitoring, key cards, access codes, RMCF intranet, internet, social media and instant messaging systems, computer systems, email systems, computer networks, document storage systems, software, data security, encryption, firewalls, passwords and any and all other RMCF facilities, IT resources, and communication technologies. Employee will notify the RMCF promptly in the event Employee learns of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction or reverse engineering of, or tampering with any RMCF property or materials by others.

V. Non-Interference with Business Operations

Employee covenants they shall not, during the term of their employment with RMCF and for a period of fifteen (15) months thereafter, for any reason:

i. Entice any employees of RMCF to terminate their employment or act in any manner or for any purpose that would be detrimental to the business conducted by RMCF; or

ii. Induce or attempt to induce, on Employee's own behalf or on behalf of any person or entity other than RMCF, any vendor, consultant, independent contractor, licensee, service supplier, or other third party to sever any existing relationship with RMCF or otherwise interfere with or disrupt any relationships of RMCF with any such third parties.

Employee expressly acknowledges and agrees that the restrictions on their behavior outlined in this Section IV are necessary because working in an organization with other former RMCF employees will create peer and financial pressure on Employee to use RMCF's Confidential Information and Trade Secrets. As part of the reasonable efforts to prevent Employee from using and/or disclosing the Confidential Information and Trade Secrets to a competing individual or entity as part of the employment by, or the provision of independent contractor services to, the competing individual or entity, Employee expressly acknowledges and agrees to the restrictions outlined in this Section IV. The inclusion of specific restrictions in this Agreement does not prevent RMCF from asserting that other proposed or actual business relations or activities of Employee would inevitably and inherently involve the use and/or disclosure of Confidential Information or Trade Secrets in violation of this Agreement.

VI. <u>Developments and Inventions</u>

A. Notification of Developments.

Employee agrees to inform RMCF promptly of the full details of any invention, business or product information, discovery, concept or idea that Employee conceives, completes, reduces to practice or otherwise creates (whether alone or with others) while employed by RMCF or during the period of one year following termination of Employee's employment with RMCF, and that: (a) relates, at the time of conception or reduction to practice, to RMCF's business or demonstrably anticipated research or development; or (b) was developed in whole or in part on RMCF time or with the use of RMCF equipment, facilities, supplies, resources, materials, Confidential Information, or personnel; or (c) arises from or is suggested by any work Employee performs or was hired to perform for RMCF (collectively, "Developments").

Developments include, but are not limited to, information regarding the use, operation, or development of any of the following: hardware and apparatus, instructions or procedures, research and development materials, copyrights, patents, trademarks, ideas, concepts, processes, techniques, know-how, manufacturing and/or assembly designs, devices, results of study, product development concepts and plans, trade secrets and methods, formulae, and computer programs, as well as any improvements and related knowledge. Developments shall be included in the definition of Confidential Information for purposes of this Agreement.

B. Rights, Title, and Interest in Developments.

RMCF shall have the sole right, title, and interest in and to all Developments, and Employee shall, upon the moment of conception of such Development and at all times thereafter, be deemed to and does hereby, without further compensation, assign to RMCF: (i) Employee's entire right, title, and interest to all Developments; (ii) all intellectual property rights, including trademarks, copyrights, mask work rights, patent rights, rights of authorship, and other such rights arising under contract or under the statutory or common law of any jurisdiction in the world, in such Developments; and (iii) all rights to license, reproduce, modify, improve, make, have made, sell, and otherwise exploit such Developments. Employee covenants to, during and after their employment with RMCF, execute such written instruments and render such other assistance as RMCF shall reasonably request to obtain and maintain patents, trade secret protection, trademarks, copyrights, and other proprietary rights in any Developments, and to vest and confirm in RMCF its entire right, title, and interest in such Developments.

If applicable law requires that RMCF provide consideration to Employee for any Development on which a patent is issued, RMCF and Employee will negotiate a reasonable royalty payable to Employee. If Employee is unable or unwilling to provide such cooperation, Employee shall be deemed to, and does hereby, give to RMCF a limited power of attorney to execute such documents and perform such other acts as may be required in Employee's name. Employee further agrees that any work in connection with Employee's services or employment for RMCF shall be considered a "work made for hire" under the Copyright Law of the United States, and recognizes and agrees that RMCF is the sole author and copyright holder of such work.

Notwithstanding the foregoing, the parties agree that this Agreement does not apply to an invention for which no equipment, supplies, facility, or Trade Secret information of RMCF was used and which was developed entirely on Employee's own time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Employee for the Company. Employee hereby acknowledges that RMCF has notified Employee that any assignment otherwise provided for in this section shall not apply to any invention that qualifies fully for exemption from assignment under the provisions of Section 2870 of the California Labor Code ("Excluded Inventions"), which provides as follows:

> *"(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) result from any work performed by the employee for the employer. (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable."*

C. Prior Inventions.

Employee attaches hereto as Attachment A a list of discoveries, creative works, and inventions made by Employee while not employed by RMCF and which, therefore, do not constitute Developments ("Prior Inventions"). Any dispute or controversy regarding whether an invention is a Prior Invention shall be construed against Employee, Employee having had the opportunity to list all prior inventions on Attachment A.

To the extent that any Prior Invention is used by Employee in the course of performing services under this Agreement, or is otherwise disclosed (other than solely through listing such Prior Inventions on Attachment A) or furnished to RMCF, Employee shall be deemed to grant to RMCF a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, assignable, license to use, make, have made, reproduce, modify, improve, sell, and otherwise exploit such Prior Invention for any and all purposes.

VII. Enforcement and Dispute Resolution

A. Forfeiture and Recoupment of Equity Compensation and Severance Upon Breach.

If Employee breaches their obligations under this Agreement, as determined by the Board in its sole discretion, Employee agrees that: (a) as set forth in their Employment Agreement, Employee (i) forfeits their rights to receive any Severance Benefits (as defined in such Employment Agreement) and (ii) will promptly repay, or cause to be promptly repaid, to RMCF the full amount of any Severance Benefits paid by the Company to Employee prior to the date of such breach, and (b) (i) any gain that Employee has realized from the exercise, vesting or payment of any equity compensation award received by Employee pursuant to the Company's 2024 Equity Incentive Plan (including any amendment or successor plan) shall be forfeited or recouped in the sole discretion of the Board and (ii) all outstanding restricted stock units, stock options or other equity compensation awards (whether vested or unvested) held by Employee at that time shall be automatically forfeited and cancelled. Nothing in this Section VI(A) is meant as liquidated damages or an attempt to quantify damages.

B. Severability.

In the event that any portion, section, subsection, or clause of this Agreement is held unenforceable, it is agreed that such holding shall not affect any other portions, sections, subsections, or clauses of this Agreement, and the remaining covenants and restrictions, or portions thereof, shall remain in full force and effect; further, if any portion, section, subsection, or clause of this Agreement is determined to be invalid for any reason, but that it would be valid if revised, a court with competent jurisdiction may revise the provision to the minimum extent necessary to make it enforceable.

C. No Waiver.

The failure of RMCF to insist upon strict compliance by Employee with regard to one or more of the covenants contained herein, on one or more occasions, shall not be deemed a waiver by RMCF as to any future violations, nor shall such course of action deprive RMCF of the right to require strict compliance and to enforce all of its legal remedies.

D. Governing Law.

The Parties recognize that this Agreement has been entered into in the State of Colorado, and that its terms and provisions are to be construed in accordance with the laws of the State of Colorado.

E. Costs and Attorney Fees.

In the event of any dispute between the Parties concerning this Agreement or the enforcement of any of its terms or provisions that cannot be amicably resolved between them and resort is made to legal proceedings the successful Party to those proceedings shall be entitled to recover costs and expenses of those proceedings, including reasonable attorney's fees.

F. Injunctive Relief.

The Parties agree that a breach of the provisions of this Agreement will result in irreparable harm to RMCF. Accordingly, in addition to any damages recoverable by RMCF, RMCF shall be entitled to injunctive relief (preliminary, temporary, and permanent) restraining Employee from engaging in conduct in violation of the above provisions, but RMCF shall be under no obligation to pursue such relief. In the event RMCF determines, at its sole discretion, that injunctive relief is appropriate, Employee agrees that such relief may be obtained without the necessity of posting a bond or other security (or, where such a bond or security is required, Employee agrees that a $1,000 bond will be adequate). Employee agrees that RMCF shall be entitled to recover its attorneys' fees and costs incurred by RMCF in obtaining injunctive relief and that no further action, claims, or judgment by RMCF is required before an order of attorneys' fees and costs may be awarded to RMCF.

VIII. Other Provisions

A. At-Will Employment.

Employee understands and acknowledges that this Agreement IS NOT a contract for employment and does not guarantee any terms, conditions, or duration of employment. Nothing in this Agreement shall alter the **AT WILL** nature of Employee's employment with RMCF, which may only be altered through a separate written agreement entered into by an authorized representative of RMCF.

B. Survival.

The covenants and promises by Employee set forth above shall survive the termination of Employee's employment to the fullest extent necessary to effectuate their respective purposes. Further, the existence of any claim or cause of action of Employee against RMCF, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by RMCF of those agreements.

C. Amendments.

This Agreement may only be modified or amended in writing signed by Employee and an authorized representative of RMCF or by a court of competent jurisdiction. The only authorized representatives of RMCF for the purposes of such amendments are the Chief Executive Officer.

D. Knowing and Voluntary Execution.

The Parties represent that they have entered into this Agreement voluntarily and with the full understanding of the language and meaning of its terms and provisions. Each of the Parties further represent that they have had an opportunity to consult with legal and financial counsel of their own selection and have either done so or do knowingly and intentionally waive their right to seek the advice of independent counsel.

E. Binding Effect and Assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns. RMCF may assign any of its rights under the Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successor and assigns of the company. This Agreement is personal to Employee and may not be assigned by them.

F. Counterparts.

The Parties may execute this Agreement in counterparts, with a complete set of counterparts constituting only a single agreement between the Parties. Further, the Parties may exchange counterparts of this Agreement by facsimile or by electronically scanned and mailed or e-mailed images and such images will be as valid as the original.

Either Party may execute this Agreement by signing on the designated signature block below, either physically or using an electronic signature, and by transmitting such signature page to the other party via facsimile, e-mail (in PDF format), or using document signing software. Any signature made and transmitted by facsimile, e-mail (in PDF format), or using document signing software for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement, and shall be binding upon the party transmitting its or their signature by facsimile, e-mail (in PDF format), or document signing software.

Accepted and Agreed by Employee:

/s/ David Denker
Employee Signature

Title: __________

Address: __________

Date: 8/18/2025

Accepted and Agreed on Behalf of
Rocky Mountain Chocolate Factory, Inc.:

/s/ Jeffrey R. Geygan
Jeffrey R. Geygan
Interim Chief Executive Officer

265 Turner Drive
Durango, CO81303

Date: 8/18/2025

ATTACHMENT A

PRIOR INVENTIONS

(Attach additional sheets if necessary.)

Date

Employee Signature

Exhibit 10.2

Amendment to Offer of Employment

David Denker

Original Offer of Employment Dated August 17, 2025

This Amendment to the Offer of Employment is effective as of August 16, 2026, and modifies the Offer of Employment between Rocky Mountain Chocolate Factory, Inc. (the "Company") and David Denker.

Position

Effective August 16, 2026, Mr. Denker's position is changed from Vice President of Franchise Development to Chief Operating Officer of Rocky Mountain Chocolate Factory, Inc.

Base Salary

The Base Salary provision of the Offer of Employment is hereby deleted in its entirety and replaced with the following:

Base Salary. Your annual base salary will be $185,000, payable in accordance with the Company's normal payroll practices and procedures.

Continuing Effect

Except as expressly amended by this Amendment, all other terms and conditions of the Offer of Employment dated August 17, 2025, shall remain unchanged and in full force and effect.

Accepted and Agreed:

ROCKY MOUNTAIN CHOCOLATE FACTORY, INC.

By: /s/ Carrie Cass
Carrie Cass
Chief Financial Officer
Date: 8/18/2026

By: /s/ David Denker
David Denker
Chief Operating Officer
Date: 8/18/2026

Exhibit 99.1

Rocky Mountain Chocolate Factory Appoints David Denker as Chief Operating Officer

Expanded leadership role strengthens focus on production, merchandising, operational excellence, franchise support and sustainable growth

DURANGO, Colo., August 24, 2026 (GLOBE NEWSWIRE) -- Rocky Mountain Chocolate Factory, Inc. (Nasdaq: RMCF) (the "Company" or "RMCF"), America's Chocolatier® since 1981, today announced the appointment of David Denker, CFE, as Chief Operating Officer.

Mr. Denker, who has served as Vice President of Franchise Development since joining RMCF in 2025, will assume broader responsibility for the Company's operations, including its Durango manufacturing and production operations, franchise operations and franchise development.

While leading franchise development, Mr. Denker has contributed to the Company's new store openings, remodels and omnichannel strategies. In his expanded role, he will focus on driving continuous improvement across the organization and building the operating infrastructure necessary to support RMCF's long-term growth strategy.

Mr. Denker's key priorities will include:

- Improving production consistency, capacity, efficiency and product availability while maintaining the quality and craftsmanship that have defined RMCF;

- Creating greater alignment across product development, vendor strategy and sourcing, merchandising, marketing and the experience delivered to guests across the brand; and

- Advancing the Company's experiential retail, new store, remodel and omnichannel strategies, including in-store, digital ordering, delivery, catering and other channels.

"David's impact at Rocky Mountain Chocolate Factory has extended well beyond franchise development," said Al Harper, Interim Chief Executive Officer of Rocky Mountain Chocolate Factory. "He has played an important role in shaping our strategic plan and has a strong understanding of what our franchise partners need to be successful. David brings an operator's mindset, extensive franchise experience and a strong focus on turning strategy into action. As we move into our next phase, execution is critical, and expanding David's leadership creates greater alignment between our factory in Durango, our franchise system, our stores and ultimately the experience we deliver to our guests."

"Our opportunity is to connect all parts of the business around a common operating rhythm and a culture of continuous improvement," said Mr. Denker. "That means asking every day how we can operate more efficiently and better support our franchise partners. Rocky Mountain Chocolate Factory is an iconic brand with a passionate franchise community and a team in Durango that takes tremendous pride in the products we make. Our responsibility is to build on those strengths while preserving the craftsmanship, experiential retail and innovation that make Rocky Mountain Chocolate Factory special."

About David Denker

Prior to joining RMCF, Mr. Denker served as President and Chief Growth Officer of Cookie Plug, where his responsibilities included franchise growth and initiatives across operations, training, marketing and loyalty. Previously, Mr. Denker spent approximately a decade with The Vitamin Shoppe, where he designed and launched the company's omnichannel franchise program and negotiated international licensing agreements that supported the opening of more than 30 locations across international markets. Mr. Denker holds a Bachelor of Science in Business Administration from the University of Vermont and is a Certified Franchise Executive.

About Rocky Mountain Chocolate Factory, Inc.

Rocky Mountain Chocolate Factory, Inc. is a leading franchisor, manufacturer and retailer of premium chocolates and other confectionery products. As America's Chocolatier® since 1981, the Company produces an extensive assortment of premium chocolates, gourmet caramel apples and other handcrafted confections. Headquartered in Durango, Colorado, Rocky Mountain Chocolate Factory is ranked among Entrepreneur's Franchise 500® for 2026. Together with its franchisees and licensees, the Company operates approximately 250 Rocky Mountain Chocolate Factory locations across the United States and internationally. The Company's common stock is listed on the Nasdaq Global Market under the symbol "RMCF."

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding future operational initiatives, strategic priorities, product innovation, franchise growth, and shareholder value creation. These forward-looking statements are based on current expectations and assumptions and are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied. These risks and uncertainties are described in the Company's filings with the Securities and Exchange Commission, including its most recent Annual Report on Form 10-K and subsequent Quarterly Reports on Form 10-Q. The Company undertakes no obligation to update any forward-looking statements except as required by applicable law.

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