

**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): April 1, 2026**

**Duos Technologies Group, Inc.**

*(Exact name of registrant as specified in its charter)*

**Florida**  
*(State or Other Jurisdiction  
of Incorporation)*

**001-39227**  
*(Commission  
File Number)*

**65-0493217**  
*(I.R.S. Employer  
Identification No.)*

**7660 Centurion Parkway, Suite 100, Jacksonville, Florida 32256**  
*(Address of Principal Executive Offices) (Zip Code)*

**(904) 296-2807**  
*(Registrant's telephone number, including area code)*

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock (par value \$0.001 per share)	DUOT	The Nasdaq Stock Market LLC

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

Emerging growth company

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

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

As previously disclosed, effective April 1, 2026 Douglas Recker was appointed Chief Executive Officer and President of Duos Technologies Group, Inc. (the "Company"). In connection with Mr. Recker's appointment, Charles Ferry resigned as Chief Executive Officer. Mr. Ferry remains as a Director of the Company and will continue as Chief Executive Officer of New APR Energy, LLC, in which the Company has a 5% equity interest.

Mr. Ferry and the Company had entered into an Equity Award Agreement, effective January 1, 2025 (the "Original Agreement"), pursuant to which Mr. Ferry was granted 552,889 shares of the Company's Common Stock under the 2021 Equity Incentive Plan, as amended, subject to a three-year cliff vesting period. All of such shares were to vest on December 31, 2027. Under the Original Agreement, these shares would be forfeited if Mr. Ferry was not employed by the Company through the vesting date, or if other specified events occurred. In connection with his resignation, Mr. Ferry and the Company amended the Original Agreement as provided in the Amended and Restated Equity Award Agreement (the "Amended and Restated Agreement"), which reduced the number of shares subject to the award to 261,445. The vesting date remains the same, but the shares will now be subject to forfeiture if he no longer is serving as a Director of the Company through the vesting date. All other terms of the grant remain the same.

The foregoing description of the Amended and Restated Agreement does not purport to be complete and is qualified by reference to the Amended and Restated Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

**Exhibit No.**    **Description of Exhibit**

**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.

**DUOS TECHNOLOGIES GROUP, INC.**

Dated: April 7, 2026

By: /s/ Leah F. Brown  
Leah F. Brown  
Chief Financial Officer

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**AMENDED AND RESTATED EQUITY AWARD AGREEMENT**

This Amended and Restated Equity Award Agreement (this "**Agreement**") is entered into as of March 31, 2026, by and between Duos Technologies Group, Inc., a Florida corporation (the "**Company**"), and Charles P. Ferry (the "**Grantee**").

**WHEREAS**, pursuant to the authority of the Board of Directors (the "**Board**"), the Company has made the equity awards specified below to the Grantee pursuant to the terms of the Duos Technologies Group, Inc. 2021 Equity Incentive Plan, as amended (the "**Plan**"); and

**WHEREAS**, Company and Grantee entered into that certain Equity Award Agreement on January 1st, 2025; and

**WHEREAS**, Company and Grantee entered into that certain Employment Agreement on January 1st, 2025 ("**Employment Agreement**"); and

**WHEREAS**, Grantee has indicated his desire to resign as an employee of the Company effective March 31st, 2026, and in recognition of his service to the Company, the Company and Grantee wish to enter into this Agreement;

**WHEREAS**, pursuant to the terms of the prior Equity Award Agreement dated January 1, 2025, any prior shares of Restricted Stock Granted are unvested and shall be forfeited upon Grantee's resignation;

and

**WHEREAS**, all capitalized terms not otherwise defined herein shall have the meanings given to them in the Plan.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto do agree as follows:

1. Grant Award of Restricted Stock. The Company hereby awards, subject to the terms of this Agreement and the Plan, **261,445** shares of the authorized shares of common stock of the Company, subject to the restrictions connected herein (the "**Restricted Stock**"). In order to accept the grant of the Restricted Stock hereunder, the Grantee must deliver to the Company:

- (a) This Agreement, duly executed;
- (b) His resignation from the Company pursuant to the terms of his Employment Agreement.

2. Vesting. Subject to the terms hereof and the Plan, all of the Restricted Stock shall vest on December 31st 2027 (the "**Vesting Date**"). Except as provided herein, none of the Restricted Stock shall vest prior to the Vesting Date.

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3. **Forfeiture of Restricted Stock**. Subject to Section 4, notwithstanding any other provision of this Agreement, all of the Restricted Stock granted hereunder shall be forfeited by the Grantee and canceled in the event any of the following events occur prior to the Vesting Date:

- (a) The Grantee no longer is serving as a Director of the Company; or
- (b) The occurrence of any one or more of the following:

(i) For so long as the Grantee is a Director of the Company, the Grantee purchases or sells securities of the Company without written authorization in accordance with the Company's insider trading policy then in effect, if any;

(ii) The Grantee (A) discloses, publishes or authorizes anyone else to use, disclose or publish, without the prior written consent of the Company, any proprietary or confidential information of the Company, including, without limitation, any information relating to existing or potential customers, business methods, financial information, trade or industry practices, sales and marketing strategies, employee information, vendor lists, business strategies, intellectual property, trade secrets or any other proprietary or confidential information or (B) directly or indirectly uses any such proprietary or confidential information for the individual benefit of the Grantee or the benefit of a third party;

(iii) The Grantee fails to reasonably cooperate to effect a smooth transition of the Grantee's duties and to ensure that the Company is apprised of the status of all matters the Grantee is handling or is unavailable for consultation after termination of employment of the Grantee if such availability is a condition of any agreement to which the Company and the Grantee are parties;

(iv) The Grantee fails to assign all of such Grantee's rights, title and interest in and to any and all ideas, inventions, formulas, source codes, techniques, processes, concepts, systems, programs, software, computer data bases, trademarks, service marks, brand names, trade names, compilations, documents, data, notes, designs, drawings, technical data and/or training materials, including improvements thereto or derivatives therefrom, whether or not patentable or subject to copyright or trademark or trade secret protection, developed and produced by the Grantee used or intended for use by or on behalf of the Company or the Company's clients;

(v) The Grantee acts in a disloyal manner to the Company, such as making comments, whether oral or in writing, that tend to disparage or injure (i) the reputation or business of the Company or its Affiliates, or is likely to result in discredit to, or loss of business, reputation, or goodwill of, the Company or its Affiliates or (ii) its directors, officers, or stockholders; or

(vi) A finding by the Board that the Grantee has acted against the interests of the Company or in a manner that has or may have a detrimental effect on the Company.

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4. Accelerated Vesting. If, prior to the Vesting Date, any of the following events occurs, all of the Restricted Stock granted hereunder shall be deemed to be fully vested as of the date of such event:

(a) The Grantee becomes disabled such that Grantee is no longer able to maintain gainful employment in a manner substantially similar to Grantee's employment prior to such disability;

(b) The Grantee dies; or

(c) The consummation, after the date hereof, pursuant to a transaction or series of related transactions, of any of (a) an acquisition after the date hereof by an individual or legal entity or "group" (as described in Rule 13d-5(b)(1) promulgated under the Securities Exchange Act of 1934, as amended) (other than any individual, entity or group named as a 5% Beneficial Holder in the beneficial ownership table in the Company's Proxy Statement dated April 14, 2025 (or any affiliate thereof)) of effective control (whether through legal or beneficial ownership of capital stock of the Company, by contract or otherwise) of in excess of 50% of the voting securities of the Company, (b) a merger of the Company into or consolidation of the Company with any other entity, or a merger by another entity into or a consolidation of another entity with the Company and, after giving effect to such transaction, the stockholders of the Company immediately prior to such transaction own less than 50% of the aggregate voting power of the Company or the successor entity of such transaction, (c) a sale or transfer by the Company of all or substantially all of its assets to another entity and the stockholders of the Company immediately prior to such transaction own less than 50% of the aggregate voting power of the acquiring entity immediately after the transaction, or (d) a replacement at one time or within a three-year period of more than one-half of the members of the Board of Directors which is not approved by a majority of those individuals who are members of the Board of Directors on the date hereof (or by those individuals who are serving as members of the Board of Directors on any date whose nomination to the Board of Directors was approved by a majority of the members of the Board of Directors who are members on the date hereof).

5. Transfer. Prior to any vesting in full of the Restricted Stock, the Grantee may not transfer, sell, gift, dispose of, assign or pledge, whether voluntarily or involuntarily, any of the Restricted Stock.

6. Prior Grants. The grant of Restricted Stock in this Agreement shall replace all prior grants of Restricted Stock. Grantee shall not be entitled to any other Restricted Stock including the Restricted Stock granted under the Equity Award Agreement dated January 1, 2025.

7. Representations and Warranties of the Grantee. The Grantee represents and warrants to the Company that:

(a) He is an Accredited Investor, as defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act of 1933, as amended;

(b) He is familiar with all aspects of the Company and its business, financial condition, operations, and prospects and has reviewed all of the Company's filings with the Securities and Exchange Commission; and

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(c) He has received no representation or warranty from the Company or anyone acting on the Company's behalf.

8. Section 83(b) Election. The Grantee is eligible to make an election under Section 83(b) of the Code with respect to his initial receipt of the Restricted Stock, in the form attached hereto as Exhibit B, within thirty (30) days of the issuance of such Restricted Stock and agrees to promptly provide a copy of any such election to the Company. The Grantee hereby acknowledges that if the Grantee makes this election, to the extent determined necessary by the Grantee, he will have reviewed with his own tax advisors the tax consequences of this Award Agreement, the grant and its surrounding circumstances, and the terms and structure of the Grantee's ownership of the Restricted Stock, and is relying solely on such advisors and not on any statements or representations of the Company or any of its subsidiaries or agents. The Grantee understands that the Grantee (and not the Company) shall be responsible for the Grantee's own tax liability that may arise as result of the transactions contemplated by this Award Agreement or relating in any manner to the Restricted Stock.

9. Miscellaneous.

(a) Tax Withholding. The Company shall have the right to deduct (or cause the deduction) from any payments due to the Grantee, any taxes required by law to be withheld with respect to the Restricted Stock. The Grantee hereby indemnifies and holds harmless the Company and its affiliates for all U.S. federal and applicable state and local taxes, interest, penalties, and other additions thereto in connection with the grant of the Restricted Stock.

(b) Amendments, Waiver. This Award Agreement may only be amended by the written consent of the parties to this Award Agreement at the time of such amendment. Either party's failure to enforce any of the provisions of this Award Agreement shall not in any way be construed as a waiver of any such provision, nor prevent that party from thereafter enforcing any other provision of this Award Agreement. The rights granted both parties hereunder are cumulative and shall not constitute a waiver of either party's right to assert any other available legal remedy.

(c) No Fiduciary Relationship. This Award Agreement shall not establish any fiduciary relationship between the Company or the Grantee.

(d) Governing Law. This Award Agreement shall be construed in accordance with and governed by the laws of the State of Florida without regard to any conflicts of laws rules or principles that would result in the application of the laws of any other jurisdiction.

(e) Validity. If any provision of this Award Agreement is or becomes invalid or unenforceable in any jurisdiction, or would disqualify this Award Agreement under any law deemed applicable by the Board, such provision shall be construed or deemed amended or limited in scope to conform to applicable laws or, in the discretion of the Board, it shall be stricken and the remainder of this Award Agreement shall remain in full force and effect.

(f) No Right of Employment. Nothing in this Award Agreement shall confer on the Grantee any right to continue in the employ of the Company or any of its subsidiaries or limit in any way the right of the Company or any of its subsidiaries to terminate the Grantee's employment at any time, with or without cause subject to the terms of the Employment Agreement, if any.

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(g) Entire Agreement; Counterparts. This Award Agreement and the Plan constitute the entire agreement of the parties with respect to the Restricted Stock and supersede all prior undertakings and agreements with respect to the subject matter hereof. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto, relating to the subject matter of this Award Agreement, that are not fully expressed herein and the Plan. This Award Agreement may be executed and delivered in multiple counterparts, including by electronic signature and/or delivery method, all of which shall be considered one and the same agreement.

(h) Further Assurances. Each party to this Award Agreement agrees to perform all further acts and to execute and deliver all further documents as may be reasonably necessary to carry out the intent of this Award Agreement.

(i) Construction. Whenever used in this Award Agreement, the singular number will include the plural, and the plural number will include the singular, and

the masculine or neuter gender shall include the masculine, feminine, or neuter gender. The headings of the Sections herein have been inserted for purposes of convenience and shall not be used for interpretive purposes.

(j) Successors. The rights and obligations of the Company under this Award Agreement shall be transferable to any successor to all or substantially all of its business. Except as otherwise contemplated herein, the rights and obligations of the Grantee under this Award Agreement may only be assigned with the prior written consent of the Company.

*[Remainder of page intentionally left blank.]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Award Agreement as of date first written above.

**COMPANY:**

**DUOS TECHNOLOGIES GROUP, INC.**

By: /s/ Doug Recker

Name: Doug Recker

Title: CEO

**GRANTEE:**

/s/ Charles P. Ferry

Printed Name: Charles P. Ferry

**ADDRESS:**

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Email: XXXXXXXXXXXXX