As filed with the Securities and Exchange Commission on August 20, 2026

Registration No. 333-

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

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Teamshares Inc.
(Exact name of registrant as specified in its charter)

Delaware	**61-2235506**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

214 Sullivan Street, 3B
New York, NY 10012
(Address of Principal Executive Offices)(Zip Code)

Teamshares Inc. 2020 Equity Incentive Plan
Teamshares Inc. 2026 Incentive Award Plan
Teamshares Inc. 2026 Employee Stock Purchase Plan
(Full title of the plan)

Brian Gaebe
Chief Financial Officer
214 Sullivan Street, 3B
New York, NY 10012
(917) 310-2731
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Ryan Maierson
Nick S. Dhesi
John J. Slater
Latham & Watkins LLP
811 Main Street
Houston, TX 77002
(713) 546-5400

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		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 7(a)(2)(B) of the Securities Act. ☐

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information specified in Item 1 and Item 2 of Part I of Form S-8 is omitted from this Registration Statement on Form S-8 (the "***Registration Statement***") in accordance with the provisions of Rule 428 under the Securities Act of 1933, as amended (the "***Securities Act***"), and the introductory note to Part I of Form S-8. The documents containing the information specified in Part I of Form S-8 will be delivered to the participants as specified by Rule 428(b)(1) under the Securities Act. Such documents are not required to be, and are not, filed with the Securities and Exchange Commission (the "***SEC***") either as part of this Registration Statement or as a prospectus or prospectus supplement pursuant to Rule 424 under the Securities Act. These documents and the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

References in this Registration Statement to "we," "us," "our," the "Company," and the "Registrant," or similar references, refer to Teamshares Inc. unless otherwise stated or the context otherwise requires.

Item 3. Incorporation of Documents by Reference.

The following documents, which have been filed by the Registrant with the SEC pursuant to the Securities Act or the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), are hereby incorporated by reference in, and shall be deemed to be a part of, this Registration Statement:

(a) the Registrant's prospectus, dated August 3, 2026, filed pursuant to Rule 424(b) under the Securities Act, relating to the registration statement on Form S-1, filed with the SEC on July 29, 2026 (File No. 333-297802) (as such prospectus may be supplemented from time to time, the "***Resale S-1 Prospectus***");

(b) the Registrant's Current Reports on Form 8-K, filed with the SEC on June 2, 2026, June 9, 2026, June 22, 2026, and June 25, 2026, in each case to the extent filed and not furnished;

(c) the Registrant's Annual Report on Form 10-K for the year ended December 31, 2025, filed with the SEC on March 30, 2026;

(d) the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2026, filed with the SEC on August 14, 2026; and

(e) the description of the Registrant's common stock, par value $0.0001 per share (the "***Common Stock***"), contained in the section entitled "Description of Capital Stock" in the Resale S-1 Prospectus and any amendment or report filed for the purpose of updating such description.

Except to the extent that information is deemed furnished and not filed pursuant to the Exchange Act and the rules and regulations of the SEC thereunder, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into the Registration Statement and to be a part thereof from the date of the filing of such documents.

For purposes of this Registration Statement, any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded to the extent that a statement contained herein or in a subsequently filed document which also is or is deemed to be incorporated herein by reference modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Under no circumstances shall any information furnished under Item 2.02 or 7.01 of Form 8-K be deemed incorporated herein by reference unless such Form 8-K expressly provides to the contrary.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 102(b)(7) of the General Corporation Law of the State of Delaware (the "***DGCL***") permits a corporation to eliminate or limit the personal liability of directors and certain officers of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director or officer, except where the director or officer breached his or her duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, or for any transaction from which the director or officer derived an improper personal benefit. In addition, liability is not eliminated (i) for directors, under Section 174 of the DGCL, for the unlawful payment of a dividend or an unlawful stock purchase or redemption, or (ii) for officers, in connection with any action by or in the right of the corporation. The exculpation permitted for officers extends only to those officers specified in Section 102(b)(7).

Section 145(a) of the DGCL provides that a corporation has the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent does not, of itself, create a presumption that the person failed to satisfy the foregoing standard of conduct.

Section 145(b) of the DGCL provides that a corporation has the power to indemnify any such person in connection with an action or suit by or in the right of the corporation to procure a judgment in its favor against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made with respect to any claim, issue or matter as to which such person has been adjudged liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court of Chancery or such other court deems proper. Indemnification in an action by or in the right of the corporation is limited to expenses and does not extend to judgments, fines or amounts paid in settlement.

Section 145(c) of the DGCL requires a corporation to indemnify a present or former director or officer against expenses (including attorneys' fees) actually and reasonably incurred to the extent such person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 145(a) or 145(b), or in defense of any claim, issue or matter therein. Section 145(f) provides that indemnification and advancement of expenses are not exclusive of any other rights to which a person seeking indemnification or advancement may be entitled, and that a right to indemnification or to advancement of expenses arising under a provision of a corporation's certificate of incorporation or bylaws may not be eliminated or impaired by an amendment to that provision after the occurrence of the act or omission that is the subject of the proceeding for which indemnification or advancement is sought. Section 145(g) provides that a corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against such person in such capacity, whether or not the corporation would have the power to indemnify such person against such liability under Section 145.

Our certificate of incorporation provides that no director or officer of the Company shall have any personal liability to the Company or its stockholders for monetary damages for any breach of fiduciary duty as a director or officer, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or hereafter may be amended, and that no amendment, repeal or modification of that provision will adversely affect any right or protection of a director or officer with respect to any act or omission occurring prior thereto. Because that provision is qualified by reference to what the DGCL permits, the exculpation of officers is subject to the statutory limitations described above, including the exclusion of actions by or in the right of the Company. Our certificate of incorporation further provides that the Company has the power to provide rights to indemnification and advancement of expenses to its current and former officers, directors, employees and agents, and to any person who is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

Our bylaws provide that the Company shall indemnify and hold harmless, to the fullest extent permitted by the DGCL as it presently exists or may hereafter be amended, any director or officer of the Company who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "***Proceeding***"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Company or, while serving as a director or officer of the Company, is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans (a "covered person"), against all liability and loss suffered and expenses (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred by such person in connection with any such Proceeding. The Company is required to indemnify a covered person in connection with a Proceeding initiated by such person only if the Proceeding was authorized by our board of directors. Our bylaws also provide that the Company has the power to indemnify and hold harmless its employees and agents, to the fullest extent permitted by applicable law, on a similar basis.

Our bylaws provide that the Company shall, to the fullest extent not prohibited by applicable law, pay the expenses (including attorneys' fees) actually and reasonably incurred by any covered person, and may pay such expenses incurred by any employee or agent of the Company, in defending any Proceeding in advance of its final disposition, in each case only upon receipt of an undertaking by the person to repay all amounts advanced if it is ultimately determined that the person is not entitled to be indemnified. No such advance will be made to an officer who is not also a director if it is determined, in the manner specified in our bylaws, that the facts then known demonstrate clearly and convincingly that the officer acted in bad faith or in a manner not believed to be in or not opposed to the best interests of the Company.

Our bylaws provide that the rights conferred thereunder are not exclusive of any other rights to which a person may be entitled under any statute, our certificate of incorporation, our bylaws, any agreement, any vote of stockholders or disinterested directors or otherwise. Our bylaws provide that the rights conferred thereunder continue notwithstanding that the person has ceased to be a director or officer and inure to the benefit of such person's estate, heirs, executors, administrators, legatees and distributees. Our bylaws further provide that the indemnification and advancement provisions constitute a contract between the Company and each person who serves or has served as a director or officer, that such rights are present contractual rights that are fully vested upon adoption of our bylaws or, for persons commencing service thereafter, upon commencement of service, and that no repeal or modification of those provisions will adversely affect any right or protection in respect of any act or omission occurring prior thereto or under any indemnification agreement then in effect.

In connection with the consummation of the business combination of the Company, completed June 18, 2026 (the "***Business Combination***"), the Company entered into indemnification agreements with each of its directors and executive officers. These agreements, among other things, require the Company to indemnify its directors and officers for certain expenses, including attorneys' fees, judgments, fines and settlement amounts, incurred by a director or officer in any action or proceeding arising out of their services as one of the Company's directors or officers or any other company or enterprise to which the person provides services at the Company's request.

We maintain directors' and officers' liability insurance covering certain liabilities of our directors and officers arising out of claims based on acts or omissions in their capacities as directors or officers, and our executive officers are covered under such insurance on the same basis as our other directors and officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Description of Exhibit	Incorporated by Reference: Form	File No.	Exhibit	Filing date	Filed Herewith
3.1	Certificate of Incorporation of Teamshares Inc.	8-K	001-42540	3.1	6/25/26	
3.2	Bylaws of Teamshares Inc.	8-K	001-42540	3.2	6/25/26	
4.1	Specimen Common Stock Certificate of Teamshares Inc.	8-K	001-42540	4.2	6/25/26	
5.1	Opinion of Latham & Watkins LLP.					*
23.1	Consent of WithumSmith+Brown, PC.					*
23.2	Consent of KPMG LLP.					*
23.3	Consent of Latham & Watkins LLP (included in Exhibit 5.1).					*
24.1	Power of Attorney (included on signature page hereof).					*
99.1	Teamshares Inc. 2026 Incentive Award Plan.	8-K	001-42540	10.10	6/25/26	
99.1.1	Form of Stock Option Agreement under the Teamshares Inc. 2026 Incentive Award Plan.	8-K	001-42540	10.10(a)	6/25/26	
99.1.2	Form of Restricted Stock Unit Agreement under the Teamshares Inc. 2026 Incentive Award Plan.	8-K	001-42540	10.10(b)	6/25/26	
99.1.3	Form of Restricted Stock Unit Grant Notice under the Teamshares Inc. 2026 Incentive Award Plan.					*
99.2	Teamshares Inc. 2026 Employee Stock Purchase Plan.	8-K	001-42540	10.11	6/25/26	
99.3	Teamshares Inc. 2020 Equity Incentive Plan.	8-K	001-42540	10.12	6/25/26	
99.3.1	Form of Stock Option Agreement under the Teamshares Inc. 2020 Equity Incentive Plan.	8-K	001-42540	10.13	6/25/26	
107.1	Filing Fee Table.					*

Item 9. Undertakings.

(A) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, that paragraphs (A)(1)(i) and (A)(1)(ii) do not apply if the Registration Statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(B) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(C) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on this 20th day of August, 2026.

Teamshares Inc.

By:	/s/ Michael Brown
Name:	Michael Brown
Title:	Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints each of Michael Brown and Brian Gaebe, acting alone or together with another attorney-in-fact, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his or her name, place and stead, in any and all capacities, to sign any or all further amendments (including post-effective amendments) to this registration statement (and any additional registration statement related hereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments, thereto)), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities held on the dates indicated.

Signature	Title	Date
/s/ Michael Brown Michael Brown	Chief Executive Officer and Director (*Principal Executive Officer*)	August 20, 2026
/s/ Brian Gaebe Brian Gaebe	Chief Financial Officer (*Principal Financial and Accounting Officer*)	August 20, 2026
/s/ Richard J. Hendrix Richard J. Hendrix	Director	August 20, 2026
/s/ Evan Moore Evan Moore	Director	August 20, 2026
/s/ Alex Eu Alex Eu	Director	August 20, 2026
/s/ Adam Fishman Adam Fishman	Director	August 20, 2026

Exhibit 5.1

811 Main Street, Suite 3700
Houston, TX 77002
Tel: +1.713.546.5400 Fax: +1.713.546.5401
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LATHAM&WATKINS LLP

FIRM / AFFILIATE OFFICES

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Beijing	Munich
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London	Tel Aviv
Los Angeles	Tokyo
Madrid	Washington, D.C.

August 20, 2026

Teamshares Inc.
214 Sullivan Street, 3B
New York, NY 10012

Re: Registration Statement on Form S-8

To the addressee set forth above:

We have acted as special counsel to Teamshares Inc., a Delaware corporation (the "***Company***"), in connection with the preparation and filing by the Company with the Securities and Exchange Commission (the "***Commission***") of a registration statement on Form S–8 (the "***Registration Statement***") under the Securities Act of 1933, as amended (the "***Securities Act***"), relating to the issuance of up to 12,850,596 shares of the Company's common stock, par value $0.0001 per share (the "***Shares***"), which may be issued pursuant to the Company's 2026 Incentive Award Plan (the "***2026 Plan***"), the Company's 2020 Equity Incentive Plan (as assumed by the Company in connection with the business combination (the "***Business Combination***") completed on June 18, 2026, the "***2020 Plan***"), and the Company's 2026 Employee Stock Purchase Plan (the "***ESPP***" and, together with the 2026 Plan and the 2020 Plan, the "***Plans***"). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or the prospectus forming a part thereof, other than as expressly stated herein with respect to the issuance of the Shares.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon the foregoing and upon certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. We are opining herein only as to the General Corporation Law of the State of Delaware, as amended (the "DGCL"), and we express no opinion with respect to any other laws.

In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity of authentic original documents of all documents submitted to us as copies.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, when the Shares shall have been duly registered on the books of the transfer agent and registrar therefor in the name or on behalf of the recipients thereof, and subject to the Company completing all actions and proceedings required on its part to be taken prior to the issuance of the Shares, and when the Shares have been issued by the Company for legal consideration in excess of par value in the circumstances contemplated by the Plans, assuming in each case that the individual grants or awards under the Plans (including, in the case of awards originally granted under the 2020 Plan, the assumption thereof by the Company in connection with the Business Combination) are duly authorized by all necessary corporate action and duly granted or awarded and exercised in accordance with the requirements of law and the Plans (and the agreements and awards duly adopted thereunder and in accordance therewith), the issue and sale of the Shares will have been duly authorized by all necessary corporate action of the Company, and the Shares will be validly issued, fully paid and nonassessable. In rendering the foregoing opinion, we have assumed that the Company will comply with all applicable notice requirements regarding uncertificated shares provided in the DGCL.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Securities Act. We consent to your filing this opinion as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Sincerely,

/s/ Latham & Watkins LLP

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 30, 2026 which includes an explanatory paragraph relating to the Teamshares Inc.'s (f/k/a Live Oak Acquisition Corp. V) ability to continue as a going concern, relating to the consolidated financial statements of Teamshares Inc. (f/k/a Live Oak Acquisition Corp. V), as of December 31, 2025 and 2024, and for the year ended December 31, 2025 and the period from November 27, 2024 (Inception) through December 31, 2024, which appears in Teamshares Inc.'s (f/k/a Live Oak Acquisition Corp. V) Annual Report on Form 10-K for the year ended December 31, 2025.

/s/ WithumSmith+Brown, PC

New York, New York
August 20, 2026

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated March 30, 2026, with respect to the consolidated financial statements of Teamshares Inc. and subsidiaries, incorporated herein by reference.

/s/ KPMG LLP

Dallas, Texas
August 20, 2026

TEAMSHARES INC.

2026 INCENTIVE AWARD PLAN

RESTRICTED STOCK UNIT GRANT NOTICE

Teamshares Inc., a Delaware corporation (the "***Company***"), has granted to the participant listed below ("***Participant***") the Restricted Stock Units (the "***RSUs***") described in this Restricted Stock Unit Grant Notice (this "***Grant Notice***"), subject to the terms and conditions of the Teamshares Inc. 2026 Incentive Award Plan (as amended from time to time, the "***Plan***") and the Restricted Stock Unit Agreement attached hereto as **Exhibit A** (the "***Agreement***"), both of which are incorporated into this Grant Notice by reference. Capitalized terms not specifically defined in this Grant Notice or the Agreement have the meanings given to them in the Plan.

Participant:	[To be specified]
Grant Date:	[To be specified]
Number of RSUs:	[To be specified]
Vesting Commencement Date:	[To be specified]
Vesting Schedule:	[To be specified]

By accepting (whether in writing, electronically or otherwise) the RSUs, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

TEAMSHARES INC.	**PARTICIPANT**
By: ______________________	______________________
Name: ______________________	[Participant Name]
Title: ______________________	

Exhibit A

RESTRICTED STOCK UNIT AGREEMENT

Capitalized terms not specifically defined in this Restricted Stock Unit Agreement (this "***Agreement***") have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

ARTICLE I.
GENERAL

1.1 Award of RSUs and Dividend Equivalents.

(a) The Company has granted the RSUs to Participant effective as of the Grant Date set forth in the Grant Notice (the "***Grant Date***"). Each RSU represents the right to receive one Share as set forth in this Agreement. Participant will have no right to the distribution of any Shares until the time (if ever) the RSUs have vested.

(b) The Company hereby grants to Participant, with respect to each RSU granted hereunder, a Dividend Equivalent for ordinary cash dividends paid to substantially all holders of outstanding Shares with a record date after the Grant Date and prior to the date the applicable RSU is settled, forfeited or otherwise expires. Each Dividend Equivalent entitles Participant to receive the equivalent value of any such ordinary cash dividends paid on a single Share. The Company will establish a separate Dividend Equivalent bookkeeping account (a "***Dividend Equivalent Account***") for each Dividend Equivalent and credit the Dividend Equivalent Account (without interest) on the applicable dividend payment date with the amount of any such cash paid.

1.2 Incorporation of Terms of Plan. The RSUs and Dividend Equivalents are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

1.3 Unsecured Promise. The RSUs and Dividend Equivalents will at all times prior to settlement represent an unsecured Company obligation payable only from the Company's general assets.

ARTICLE II.
VESTING; FORFEITURE AND SETTLEMENT

2.1 Vesting; Forfeiture. The RSUs will vest according to the vesting schedule in the Grant Notice except that any fraction of an RSU that would otherwise be vested will be accumulated and will vest only when a whole RSU has accumulated. Dividend Equivalents (including any Dividend Equivalent Account balance) will vest upon the vesting of the RSUs with respect to which the Dividend Equivalent (including the Dividend Equivalent Account) relates. In the event of Participant's Termination of Service for any reason, (a) all unvested RSUs will immediately and automatically be cancelled and forfeited, except as otherwise determined by the Administrator or provided in a binding written agreement between Participant and the Company (after taking into consideration any accelerated vesting which may occur in connection with such Termination of Service pursuant to this Agreement, an applicable Company plan or any other written agreement between Participant and the Company) and (b) Dividend Equivalents (including any Dividend Equivalent Account balance) will be forfeited upon the forfeiture of the RSUs with respect to which the Dividend Equivalent (including the Dividend Equivalent Account) relates.

2.2 Settlement.

(a) The RSUs will, to the extent vested, be paid in Shares, and Dividend Equivalents (including any Dividend Equivalent Account balance) will be paid in cash or, if approved by the Administrator, Shares, as soon as administratively practicable after the vesting of the applicable RSU, but in no event later than March 15 of the year following the year in which the RSU's vesting date occurs.

(b) Notwithstanding the foregoing, the Company may delay any payment under this Agreement that the Company reasonably determines would violate Applicable Laws until the earliest date the Company reasonably determines the making of the payment will not cause such a violation (in accordance with Treasury Regulation Section 1.409A-2(b)(7)(ii)); provided the Company reasonably believes the delay will not result in the imposition of excise taxes under Section 409A. Any Dividend Equivalents granted in connection with the RSUs issued hereunder, and any amounts that may become distributable in respect thereof, shall be treated separately from such RSUs and the rights arising in connection therewith for purposes of the designation of time and form of payments required by Section 409A.

(c) If a Dividend Equivalent is paid in Shares, the number of Shares paid with respect to the Dividend Equivalent will equal the quotient, rounded down to the nearest whole Share, of the Dividend Equivalent Account balance divided by the Fair Market Value of a Share on the day immediately preceding the payment date.

ARTICLE III.
TAXATION AND TAX WITHHOLDING

3.1 Representation. Participant represents to the Company that Participant has reviewed with Participant's own tax advisors the tax consequences of this award of RSUs and Dividend Equivalents (the "***Award***") and the transactions contemplated by the Grant Notice and this Agreement. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

3.2 Tax Withholding.

(a) Subject to Section 3.2(b), payment of the withholding tax obligations with respect to the Award may be by any of the following, or a combination thereof, as determined by the Company (or, if Participant is subject to Section 16 of the Exchange Act, the Administrator):

(i) Cash or check;

(ii) In whole or in part by delivery of Shares, including Shares delivered by attestation and Shares retained from the Award creating the tax obligation, valued at their Fair Market Value on the date of delivery;

(iii) Subject to Section 9.10 of the Plan, delivery (including electronically or telephonically to the extent permitted by the Company) by Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company that Participant has placed a market sell order with such broker with respect to Shares then-issuable upon settlement of the Award, and that the broker has been directed to deliver promptly to the Company funds sufficient to satisfy the applicable tax withholding obligations; provided, that payment of such proceeds is then made to the Company at such time as may be required by the Administrator; or

(iv) In whole or in part by the Company withholding of Shares otherwise vesting or issuable under this Award in satisfaction of any applicable withholding tax obligations.

(b) Unless the Company (or, if Participant is subject to Section 16 of the Exchange Act, the Administrator) otherwise determines, and subject to Section 9.10 of the Plan, payment of the withholding tax obligations with respect to the Award shall be (i) if Participant is not subject to Section 16 of the Exchange Act, by delivery (including electronically or telephonically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to satisfy the applicable tax withholding obligations or (ii) if Participant is subject to Section 16 of the Exchange Act, then by delivery (including electronically or telephonically to the extent permitted by the Company) by Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company that Participant has placed a market sell order with such broker with respect to Shares then-issuable upon settlement of the Award, and that the broker has been directed to deliver promptly to the Company funds sufficient to satisfy the applicable tax withholding obligations; provided, that payment of such proceeds is then made to the Company at such time as may be required by the Administrator.

(c) Subject to Section 9.5 of the Plan, the applicable tax withholding obligation will be determined based on Participant's Applicable Withholding Rate. Participant's "***Applicable Withholding Rate***" shall mean (i) if Participant is subject to Section 16 of the Exchange Act, the greater of (A) the minimum applicable statutory tax withholding rate or (B) with Participant's consent, the maximum individual tax withholding rate permitted under the rules of the applicable taxing authority for tax withholding attributable to the underlying transaction, or (ii) if Participant is not subject to Section 16 of the Exchange Act, the minimum applicable statutory tax withholding rate or such other higher rate approved by the Company; provided, however, that (i) in no event shall Participant's Applicable Withholding Rate exceed the maximum individual statutory tax rate in the applicable jurisdiction at the time of such withholding (or such other rate as may be required to avoid the liability classification of the applicable award under generally accepted accounting principles in the United States of America); and (ii) the number of Shares tendered or withheld, if applicable, shall be rounded up to the nearest whole Share sufficient to cover the applicable tax withholding obligation, to the extent rounding up to the nearest whole Share does not result in the liability classification of the RSUs under generally accepted accounting principles.

(d) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the RSUs and Dividend Equivalents, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the RSUs or Dividend Equivalents. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or payment of the RSUs or the Dividend Equivalents or the subsequent sale of Shares. The Company and its Subsidiaries do not commit and are under no obligation to structure the RSUs or Dividend Equivalents to reduce or eliminate Participant's tax liability.

ARTICLE IV.
OTHER PROVISIONS

4.1 Adjustments. Participant acknowledges that the RSUs and the Shares subject to the RSUs and the Dividend Equivalents are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

4.2 Clawback. The Award, including the Shares issuable hereunder and any proceeds, gains, or other economic benefit actually or constructively received by Participant upon the receipt or settlement of the Award or upon the receipt or sale of any Shares underlying the Award, shall be subject to any clawback or recoupment policy in effect on the Grant Date or as may be adopted or maintained by the Company following the Grant Date, including the Company's Policy for Recovery of Erroneously Awarded Compensation and any other clawback policy adopted to comply with Applicable Laws, as and to the extent set forth in such policy or as otherwise provided under Section 10.13 of the Plan.

4.3 Notices. Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Legal Department at the Company's principal office or the Legal Department's then-current email address. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant (or, if Participant is then deceased, to the Designated Beneficiary) at Participant's last known mailing address or email address in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service or when delivered by a nationally recognized express shipping company.

4.4 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

4.5 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws.

4.6 Successors and Assigns. The Company may assign any of its rights under this Agreement to a single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in this Agreement or the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

4.7 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement and the RSUs and Dividend Equivalents will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

4.8 Entire Agreement; Amendment. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board; provided, however, that except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall materially and adversely affect the RSUs or Dividend Equivalents without the prior written consent of Participant.

4.9 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

4.10 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs and Dividend Equivalents, and rights no greater than the right to receive cash or the Shares as a general unsecured creditor with respect to the RSUs and Dividend Equivalents, as and when settled pursuant to the terms of this Agreement.

4.11 Not a Contract of Employment. Nothing in the Plan, the Grant Notice or this Agreement confers upon Participant any right to continue in the employ or service of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

4.12 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Laws, each of which will be deemed an original and all of which together will constitute one instrument.

4.13 Governing Law; Venue. This Agreement and the Grant Notice will be governed by and construed in accordance with the laws of the State of Delaware, consistent with Section 10.12 of the Plan, without regard to the conflict of laws principles thereof that would apply the substantive law of any other jurisdiction; provided, however, that the restrictive covenants set forth in Article V will be subject to, and interpreted in accordance with the law of the state or jurisdiction in which Participant primarily provides services to the Company (Participant's "***Home State***"), to the extent such Home State law cannot be superseded by contractual choice of law. Any action arising out of or relating to this Agreement or the Grant Notice shall be brought exclusively in the state or federal courts located in the State of Delaware, and each of the Company and Participant irrevocably submits to the exclusive jurisdiction of such courts and waives any objection to venue therein; provided, further, that this exclusive venue provision will not apply to any action arising under Article V to the extent the laws of the Home State require a different venue for such action.

ARTICLE V.
RESTRICTIVE COVENANTS AND ADDITIONAL ACKNOWLEDGMENTS

5.1 Confidentiality. In accepting this Award pursuant to this Grant Notice, Participant acknowledges that, in the course of Participant's service to the Company and its Subsidiaries, Participant has had and will have access to confidential and proprietary information of the Company and its Subsidiaries, including trade secrets, business and financial information, customer and pricing information, and other non-public information regarding the Company's business, operations, and prospects (collectively, "***Confidential Information***"). Participant agrees, both during and after Participant's period of service, to hold all Confidential Information in strict confidence and not to use or disclose any Confidential Information except as required in the performance of Participant's duties for the Company or as required by Applicable Laws, and to comply with the terms of any separate confidentiality, proprietary information, or similar agreement between Participant and the Company or a Subsidiary, which agreement shall control to the extent more restrictive than this Section 5.1. Notwithstanding the foregoing, pursuant to the Defend Trade Secrets Act of 2016, (a) Participant will not be held criminally or civilly liable 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, or to an attorney, solely for the 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, provided that the filing is made under seal; and (b) if Participant files a lawsuit for retaliation by an employer for reporting a suspected violation of law, Participant may disclose a trade secret to Participant's attorney and use the trade secret information in the court proceeding, if Participant (i) files any document containing the trade secret under seal, and (ii) does not disclose the trade secret, except pursuant to a court order.

5.2 Non-Solicitation. In accepting this Award pursuant to this Grant Notice, Participant acknowledges that, during Participant's period of service with the Company and for a period of one year following the termination of such service for any reason, Participant will not, directly or indirectly, (a) solicit, induce, or attempt to induce any employee, contractor, or consultant of the Company or any Subsidiary to terminate or reduce his, her, or its relationship with the Company or such Subsidiary, or (b) solicit, induce, or attempt to solicit or induce, any customer, client, licensor, supplier, or other business relation of the Company or any Subsidiary to cease or reduce its business with the Company or such Subsidiary; provided, if the laws of a state other than Delaware apply to this Section 5.2 (pursuant to Section 4.13 or as ordered by a court of competent jurisdiction) this Section 5.2 will apply only to the extent, and only in those jurisdictions, permitted by Applicable Laws, and will not apply to Participant to the extent the laws of such state prohibit or restrict the enforcement of post-service non-solicitation covenants against Participant.

5.3 Non-Competition. In accepting this Award pursuant to this Grant Notice, Participant acknowledges that, during Participant's period of service with the Company and for a period of one year following the termination of such service for any reason, Participant will not, directly or indirectly: (a) own, manage, operate, engage in, control, or participate in the ownership, management, operation, or control of, any business that competes with the business of the Company or its Subsidiaries within the United States; or (b) be employed by or otherwise render services for any business that competes with the business of the Company or its Subsidiaries within the United States, (i) in a role that includes executive, managerial, marketing, product development, or sales responsibilities for or related to the business, (ii) in a role that is similar to any role in which Participant worked for the Company or any of its Subsidiaries, or (iii) in a role in which Participant could reasonably be expected to use or disclose Confidential Information; provided, if the laws of a state other than Delaware apply to this Section 5.3 (pursuant to Section 4.13 or as ordered by a court of competent jurisdiction) this Section 5.3 will apply only to the extent, and only in those jurisdictions, permitted by Applicable Laws, and will not apply to Participant to the extent the laws of such state prohibit or restrict the enforcement of post-service non-competition covenants against Participant. Nothing in this Section 5.3 will restrict Participant's passive ownership of not more than 1% of the outstanding equity securities of any publicly traded company.

5.4 Non-Disparagement. In accepting this Award pursuant to this Grant Notice, Participant agrees that, during Participant's period of service with the Company and at all times thereafter, Participant will not make any statement, orally or in writing, or take any action, that disparages, defames, or places in a false or negative light the Company, its Subsidiaries, or any of their respective officers, directors, employees, products, or services; provided, that nothing in this Section 5.4 will (a) prohibit Participant from making truthful statements when required by law, subpoena, or court order, (b) restrict or impede any rights Participant may have under Section 7 of the National Labor Relations Act or applicable whistleblower protection laws, (c) prohibit Participant from communicating with, filing a charge or complaint with, providing information to, or participating in an investigation or proceeding conducted by, the Securities and Exchange Commission, the National Labor Relations Board, the Equal Employment Opportunity Commission, or any other federal, state, or local governmental agency or commission, in each case without notice to or approval from the Company, or (d) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination, or any other conduct that Participant has reason to believe is unlawful.

5.5 Acknowledgment of Corporate Governance Policies. In accepting this Award pursuant to this Grant Notice, Participant acknowledges that Participant has received and reviewed, and agrees to comply with, the Company's corporate governance policies as in effect from time to time, including the Company's Code of Ethics and Conduct, Insider Trading Compliance Policy, Policy for Recovery of Erroneously Awarded Compensation (clawback policy), Anti-Corruption Compliance Policy, Regulation Fair Disclosure Policy and Whistleblower Policy, together with any other policy adopted by the Company that is applicable to Participant's role, in each case as such policies may be amended, restated, or supplemented from time to time.

5.6 Reasonableness; Severability. Participant acknowledges that the restrictions contained in this Article V are reasonable and necessary to protect the legitimate business interests of the Company and its Subsidiaries. If any provision of this Article V is found by a court or other tribunal of competent jurisdiction to be unenforceable because of its duration, geographic scope, or similar factor, or for any other reason, the parties intend for such court or tribunal to modify and enforce such provision to the maximum extent permitted by Applicable Laws, and the remaining provisions of this Article V will continue in full force and effect.

5.7 <u>Effect of Breach; Forfeiture and Clawback</u>. Notwithstanding anything to the contrary in this Agreement or the Plan, if Participant breaches any provision of this Article V, then, in addition to any other remedy available to the Company at law or in equity, (a) all then-outstanding and unvested RSUs and associated Dividend Equivalents will be immediately and automatically forfeited without consideration, effective as of the date of such breach, and (b) the Company may require Participant to forfeit and repay to the Company, in cash or in Shares (valued at their Fair Market Value on the date of repayment), any Shares delivered, and any other proceeds, gains, or economic benefit realized by Participant, in each case in respect of RSUs that vested or were settled within the twelve (12)-month period preceding the date of such breach or at any time thereafter. Participant further acknowledges that a breach or threatened breach of this Article V would cause the Company irreparable harm for which monetary damages would not be an adequate remedy, and agrees that the Company will be entitled to seek injunctive or other equitable relief (without the necessity of posting a bond) in addition to all other remedies available to it. The remedies in this Section 5.7 are in addition to, and not in lieu of, any rights or remedies available to the Company under the Plan, including Section 10.13 of the Plan, any separate clawback or recoupment policy, and Section 4.2 of this Agreement.

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Calculation of Filing Fee Tables

S-8

Teamshares Inc

Table 1: Newly Registered Securities

	Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
1	Equity	Common stock, par value $0.0001 per share	Other	5,039,004	$ 9.16	$ 46,157,276.64	0.0001381	$ 6,374.32
2	Equity	Common stock, par value $0.0001 per share	Other	6,371,877	$ 4.47	$ 28,482,290.19	0.0001381	$ 3,933.40
3	Equity	Common stock, par value $0.0001 per share	Other	1,439,715	$ 9.16	$ 13,187,789.40	0.0001381	$ 1,821.23
			Total Offering Amounts:			$ 87,827,356.23		$ 12,128.95
			Total Fee Offsets:					$ 0.00
			Net Fee Due:					$ 12,128.95

Offering Note

1 (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), the shares of common stock, par value $0.0001 per share (the "Common Stock") of Teamshares Inc. (the "Registrant") being registered hereunder include such indeterminate number of shares of Common Stock as may become issuable with respect to the shares of Common Stock being registered hereunder as a result of stock dividends, stock splits, recapitalizations or other similar transactions. (2) Represents 5,039,004 shares of Common Stock initially reserved for issuance under the Teamshares Inc. 2026 Incentive Award Plan (the "2026 Plan"). The number of shares of Common Stock available for issuance under the 2026 Plan will be subject to an annual increase on the first day of each calendar year beginning on and including January 1, 2027 and ending on and including January 1, 2036, equal to the lesser of (A) 4% of the aggregate number of shares of the Common Stock outstanding on the final day of the immediately preceding calendar year and (B) such smaller number of shares as is determined by the Company's board of directors. To the extent (i) outstanding awards under the 2026 Plan or the 2020 Plan (as defined below) expire, lapse or are terminated, exchanged for or settled in cash, surrendered, repurchased, cancelled without having been fully exercised or forfeited or (ii) shares subject to outstanding 2026 Plan or 2020 Plan awards are delivered to the Company to satisfy the applicable tax withholding obligation with respect to the award, such shares of Common Stock subject to such awards will be available for future issuance under the 2026 Plan. See footnote (4) below. (3) Estimated in accordance with Rule 457(c) and 457(h) of the Securities Act solely for the purpose of calculating the registration fee, based upon the average of the high and low prices of the Registrant's Common Stock as reported on The Nasdaq Stock Market LLC on August 14, 2026, which date is within five business days prior to the filing of this Registration Statement.

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2 (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), the shares of common stock, par value $0.0001 per share (the "Common Stock") of Teamshares Inc. (the "Registrant") being registered hereunder include such indeterminate number of shares of Common Stock as may become issuable with respect to the shares of Common Stock being registered hereunder as a result of stock dividends, stock splits, recapitalizations or other similar transactions. (4) Represents 6,371,877 shares of Common Stock subject to outstanding options originally granted under the Teamshares Inc. 2020 Equity Incentive Plan (the "2020 Plan") and assumed by the Registrant in connection with the Business Combination. To the extent outstanding awards under the 2020 Plan (i) expire, lapse or are terminated, exchanged for or settled in cash, surrendered, repurchased, cancelled

without having been fully exercised or forfeited or (ii) are delivered to the Company to satisfy any applicable tax withholding obligation with respect to the award, such shares of Common Stock subject to such awards will be available for future issuance under the 2026 Plan. See footnote (2) above. (5) This estimate is made pursuant to Rule 457(h) of the Securities Act solely for purposes of calculating the registration fee. The Proposed Maximum Offering Price Per Share is $4.47 per share, which is the weighted average exercise price of outstanding options granted under the 2020 Plan being registered.

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[3] (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), the shares of common stock, par value $0.0001 per share (the "Common Stock") of Teamshares Inc. (the "Registrant") being registered hereunder include such indeterminate number of shares of Common Stock as may become issuable with respect to the shares of Common Stock being registered hereunder as a result of stock dividends, stock splits, recapitalizations or other similar transactions. (3) Estimated in accordance with Rule 457(c) and 457(h) of the Securities Act solely for the purpose of calculating the registration fee, based upon the average of the high and low prices of the Registrant's Common Stock as reported on The Nasdaq Stock Market LLC on August 14, 2026, which date is within five business days prior to the filing of this Registration Statement. (6) Represents 1,439,715 shares of Common Stock issuable under the Teamshares Inc. 2026 Employee Stock Purchase Plan (the "2026 ESPP"). The number of shares of Common Stock available for issuance under the 2026 ESPP will be subject to an annual increase on the first day of each calendar year beginning on and including January 1, 2027 and ending on and including January 1, 2036, equal to the lesser of (A) 1% of the aggregate number of shares of the Common Stock outstanding on the final day of the immediately preceding calendar year and (B) such smaller number of shares as is determined by the Company's board of directors.

Table 2: Fee Offset Claims and Sources ☑Not Applicable

	Registrant or Filer Name	Form or Filing Type	File Number	Initial Filing Date	Filing Date	Fee Offset Claimed	Security Type Associated with Fee Offset Claimed	Security Title Associated with Fee Offset Claimed	Unsold Securities Associated with Fee Offset Claimed	Unsold Aggregate Offering Amount Associated with Fee Offset Claimed	Fee Paid with Fee Offset Source
Rule 457(p)											
Fee Offset Claims											
Fee Offset Sources											