

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of report (date of earliest event reported): June 30, 2026

iPower Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

001-40391

(Commission File Number)

82-5144171

(IRS Employer
Identification No.)

8798 9th Street

Rancho Cucamonga, CA 91730

(Address of Principal Executive Offices) (Zip Code)

(626) 863-7344

(Registrant's Telephone Number, Including Area Code)

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

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

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

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

Title of each class
Common Stock \$0.001 per share

Trading Symbol(s)
IPW

Name of each exchange on which registered
The Nasdaq Stock Market LLC

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

Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement.

Supplement to Supply and Distribution Agreement

As previously disclosed in its Current Report on Form 8-K filed on February 2, 2026, on February 1, 2026, iPower Inc, a Nevada corporation (“iPower” or the “Company”), entered into a supply and distribution agreement (the “SDA”) with its formerly-wholly owned subsidiary, Global Product Marketing, Inc., a Nevada corporation (“GPM”), and its 100% stockholder, ETTS AI Investment LLC, a Nevada limited liability company (“ETTS AI”).

On June 30, 2026, the Company, GPM, and ETTS AI entered into a supplement to the SDA (the “Supplement”) pursuant to which GPM assumed \$2,007,366.86 of accounts payable owed to the Company’s suppliers in exchange for acquiring an equal amount of the Company’s existing inventory. Additionally, the Supplement releases the Company and GPM from exclusive sourcing and distribution obligations owed to one another under the SDA.

The foregoing summary of the Supplement and the SDA does not purport to be complete and is qualified in its entirety by reference to each such agreement, the forms of which are filed with this Current Report on Form 8-K as Exhibits 10.1 and 10.2, respectively, and are incorporated herein by reference.

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Supplement to Supply and Distribution Agreement, dated June 30, 2026, between iPower Inc., Global Product Marketing, Inc. and ETTS AI Investment LLC</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

Dated: July 2, 2026

IPOWER, INC.

By: /s/ Chenlong Tan
Name: Chenlong Tan
Title: Chief Executive Officer

SUPPLEMENT TO SUPPLY AND DISTRIBUTION AGREEMENT

This **SUPPLEMENT (“Supplement”)** to the **SUPPLY AND DISTRIBUTION AGREEMENT**, originally dated February 1, 2026 (the “**Agreement**”), by and between iPower Inc. (“**Supplier**”) and Global Product Marketing, Inc., a Nevada corporation (“**Distributor**”), and Supplier’s shareholder, ETTS AI Investment LLC, a Nevada limited liability Company (the “**Shareholder**”), is entered into this 30th day of June 2026 (“**Effective Day**”). Distributor and Supplier may each be referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, pursuant to the terms of the Agreement, the Parties agreed that Supplier would act as the exclusive supplier to the Distributor and, within that agreement sell certain designated inventory (the “**SKUs**”) held by the Supplier on to be agreed to terms; and

WHEREAS, Supplier now desires to sell \$2,007,366.86 of to be determined SKUs to Distributor in exchange for Distributor assuming \$2,007,366.86 in accounts payable owed to Supplier’s suppliers; and

WHEREAS, Distributor releases Supplier from exclusive distribution right and Supplier releases Distributor from exclusive sourcing; and

WHEREAS, this Supplement shall be in addition to the terms agreed to between the Parties in the Agreement and terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. The above Recitals and all terms set forth in the Agreement are incorporated herein and made a part of this Supplement.
2. The Supplier agrees to sell to Distributor \$2,007,366.86 inventory of SKUs (the “**Designated SKUs**”), with such SKUs to be agreed to between the Parties and designated by separate memorandum (the “**Memorandum**”).
3. As consideration for, and in conjunction with, the purchase of the Designated SKUs, Distributor shall assume and payoff \$2,007,366.86 of accounts payable (the “**AP**”) owed by Supplier to the Vendors with such AP to be designated in the Memorandum, which shall be appended to this Supplement upon completion.
4. Distributor releases Supplier from exclusive distribution right and Supplier releases Distributor from exclusive sourcing.
5. Should Distributor fail to pay off all of the AP, Supplier shall have full recourse against GPM for failure to pay, including recovery of any unsold Designated SKUs and/or recovery of the sale price for any Designated SKUs sold.

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, by having its authorized representative sign below, each Party has executed this Supply and Distribution Agreement as of the Effective Date.

iPower Inc.

/s/ Chenlong Tan

Authorized Signature
Chenlong Tan

Printed Name
Chief Executive Officer

Title

Global Product Marketing, Inc.

/s/ Stanley Wu

Authorized Signature
Stanley Wu

Printed Name

Title

Shareholder: ETTS AI Investment LLC

/s/ Stanley Wu

Authorized Signature

Stanley Wu

Printed Name

Member

Title