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

FORM 8-K

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

Date of Report (Date of earliest event reported): December 16, 2025

AMAZE HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

001-41147
(Commission
File Number)

87-3905007
(I.R.S. Employer
Identification No.)

2901 West Coast Highway, Suite 200
Newport Beach, CA
(Address of principal executive offices)

92663
(Zip Code)

(888) 672-0365
Registrant's telephone number, including area code

Fresh Vine Wine, Inc.
(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 to 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	AMZE	NYSE American

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

Emerging growth company ☒

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

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

On December 16, 2025, Amaze Holdings, Inc. (the “Company”) appointed Joel Krutz, age 52, as its new Chief Financial Officer, effective January 5, 2026.

Mr. Krutz brings more than 20 years of senior financial and operational leadership experience across public companies in media, technology, and digital infrastructure. Most recently, Mr. Krutz served as Chief Financial Officer and Chief Operating Officer of Crown Electrokinetics Corp., an OTC and formerly NASDAQ company (“Crown”), from June 2021 to October 2025. Mr. Krutz also served on the board of directors of Crown from August 2023 to October 2025.

Prior to Crown, Mr. Krutz served as CFO for ViacomCBS Networks International (“VCNI”), the premium content companies international division, from September 2015 to March 2020, where he supported the financial strategy of a multi-billion-dollar global media business. Prior to that role, he held senior finance leadership roles at Viacom International Media Networks, including Senior Vice President, Financial Planning and Analysis and Vice President, Financial Operations and Compliance.

Mr. Krutz received a Bachelor of Management Studies with an Accounting major from Waikato University, New Zealand. He obtained his professional CIMA qualification from the UK’s Association of Chartered Management Accountants, and CTAMU certification from Harvard Business School’s Executive program.

In connection with his appointment as Chief Financial Officer, on December 17, 2025, the Company entered into an employment offer letter with Mr. Krutz (the “Offer Letter”) that provides for an initial base salary of \$400,000, one-time bonuses if certain performance metrics are met in 2026, and future eligibility to receive performance bonuses based on the Company’s achievement revenue targets to be determined by the Board or a committee thereof. Additionally, Mr. Krutz has been granted 586,085 restricted stock units (RSUs) under the Company’s Amended and Restated 2021 Equity Incentive Plan. The RSUs will vest over 3 years, with one-third of the RSUs vesting on the first anniversary of the grant date and the remainder vesting in equal monthly installments thereafter until the third anniversary of the grant date. Mr. Krutz’s employment is expected to commence on January 5, 2026 and is at-will.

Mr. Krutz will also enter into an indemnification agreement in the form previously approved by the Board and filed with the Securities and Exchange Commission as Exhibit 10.13 to the Company’s Registration Statement on Form S-1, as amended, on November 29, 2021.

There are no arrangements or understandings between Mr. Krutz and any other persons pursuant to which he was appointed as the Company’s Chief Financial Officer. There is no family relationship between Mr. Krutz and any director, executive officer, or person nominated or chosen by the Company to become a director or executive officer of the Company. The Company has not entered into any transactions with Mr. Krutz that would require disclosure pursuant to Item 404(a) of Regulation S-K under the Securities Exchange Act of 1934, as amended.

Keith Johnson will transition out of his role as the Company’s interim Chief Financial Officer, effective as of December 31, 2025.

Item 7.01 Regulation FD Disclosure.

On December 18, 2025, the Company issued a press release announcing the appointment of Mr. Krutz as Chief Financial Officer. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit No.	Description
10.1	Employment Offer Letter dated December 17, 2025 between Amaze Holdings, Inc. and Joel Krutz.
99.1	Press release dated December 18, 2025
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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: December 18, 2025

AMAZE HOLDINGS, INC.

By: /s/ Aaron Day

Name: Aaron Day

Title: Chief Executive Officer

AMAZE HOLDINGS, INC.

December 16, 2025

Joel Krutz
krutzjoel@gmail.com

Re: **EMPLOYMENT OFFER**

Dear Joel:

On behalf of Board of Amaze Holdings Inc. ("Amaze" or the "Company"), I am pleased to offer you a position as Chief Financial Officer of the Company. Your employment by the Company shall be governed by the following terms and conditions (this "Offer"):

1. **Duties and Scope of Employment.**

(a) **Position.** For the term of your employment under this Offer (your "Employment"), the Company agrees to employ you in the position of Chief Financial Officer or in such other position as the Company subsequently may assign to you. You will report to the Amaze's Chief Executive Officer or to such other person as Amaze or the Company subsequently may determine. Unless otherwise agreed upon, you will work out of your home office in the New York Area. You will perform the duties and have the responsibilities and authority customarily performed and held by an employee in your position or as otherwise may be assigned or delegated to you by the Board or the Company's management.

(b) **Obligations to the Company.** During your Employment, you shall devote your full business efforts and time to the Company. During your Employment, without the prior written approval of the Amaze's Chief Executive Officer, you shall not render services in any capacity to any other person or entity and shall not act as a sole proprietor or partner of any other person or entity or own more than five percent of the stock of any other corporation. Notwithstanding the foregoing, you may serve on corporate, civic or charitable boards or committees, deliver lectures, fulfill speaking engagements, teach at educational institutions, work on open source projects, serve as an advisor to other companies and programmers, or manage personal investments without such advance written consent, provided that such activities do not individually or in the aggregate interfere with the performance of your duties under this Offer. You shall comply with the Company's policies and rules, as they may be in effect from time to time during your Employment.

(c) **No Conflicting Obligations.** You represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are inconsistent with your obligations under this Offer. In connection with your Employment, you shall not use or disclose any trade secrets or other proprietary information or intellectual property in which you or any other person has any right, title or interest and your Employment will not infringe or violate the rights of any other person. You represent and warrant to the Company that you have returned all property and confidential information belonging to any prior employer.

(d) **Commencement Date.** You shall commence full-time Employment on January 5, 2026 (the "Start Date").

2. **Cash and Incentive Compensation.**

(a) **Salary.** The Company shall pay you as compensation for your services an initial base salary at a gross annual rate of \$400,000. Such salary shall be payable in accordance with the Company's standard payroll procedures and subject to adjustment pursuant to the Company's employee compensation policies as may be in effect from time to time.

(b) **Restricted Stock Units.** Subject to the approval of the Board and or the Compensation Committee of the Board (the "**Committee**"), Amaze shall grant you restricted stock units (the "**RSUs**") as follows:

an aggregate value of two times of your base salary at time of grant at a price per share equal to the average closing price of Amaze's common stock on the NYSE American for the 3 months prior to the date the RSUs are granted;

The RSUs shall vest over a period of three years from the date of grant, with one-third of the RSUs vesting on the first anniversary of the grant date and the remainder vesting in equal monthly installments thereafter until the third anniversary of the grant date. You should consult with your own tax advisor concerning the tax risks associated with accepting the Company's RSUs. The RSUs will be an incentive to the maximum extent allowed by the tax code and shall be subject to the other terms and conditions set forth in the Company's Amended and Restated 2021 Equity Incentive Plan and in the Company's standard form of RSU Agreement.

(c) **Performance Bonuses.** You will be eligible to receive a one-time performance bonus of \$150,000 upon the Company's successful increase in net liquidity of \$5,000,000 by June 30, 2026. If the Company successfully increases net liquidity to over \$10,000,000 by December 31, 2026, you will be eligible to receive an additional one-time performance bonus of \$150,000. Any additional net liquidity above \$10 Million in 2026 will be eligible for a 3% bonus on all additional net liquidity above \$10 Million in 2026 that will be capped at an additional \$300,000 potential bonus. After 2026, you will be eligible to receive performance bonuses subject to the Company achieving revenue targets and profit goals mutually set by C Level team.

3. **Employee Benefits.** During your Employment, you shall be eligible to participate in the employee benefit plans maintained by Amaze and generally available to similarly situated employees of the Company, subject in each case to the generally applicable terms and conditions of the plan in question and to the determinations of any person or committee administering such plan.

4. **Business Expenses.** The Company will reimburse you for your necessary and reasonable business expenses incurred in connection with your duties hereunder upon presentation of an itemized account and appropriate supporting documentation, all in accordance with the Company's generally applicable policies.

5. **Employment Relationship.** Your Employment is for no specific period of time. Your Employment will be "at will," meaning that either you or the Company may terminate your Employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this Offer. This is the full and complete agreement between you and the Company on this term. Although the Company may change your job duties, title, compensation and benefits and the Company's personnel policies from time to time in the Company's sole discretion, the "at will" nature of your employment may be changed only in an express written agreement signed by you and the Chief Executive Officer of Amaze.

6. Pre-Employment Conditions.

(a) **Confidentiality Agreement.** Your acceptance of this offer and commencement of Employment with the Company is contingent upon your execution, and delivery of the Company's Confidential Information and Invention Assignment Agreement in the form attached as Attachment A hereto (the "Confidentiality Agreement"), prior to or on your Start Date.

(b) **Right to Work.** For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your Start Date, or our employment relationship with you may be terminated.

(c) **Verification of Information.** This offer of Employment is also contingent upon the successful verification of the information you provided to the Company during your application process, as well as a general background check performed by the Company to confirm your suitability for Employment. By accepting this offer of Employment, you warrant that all information provided by you is true and correct to the best of your knowledge, you agree to execute any and all documentation necessary for the Company to conduct a background check and you expressly release the Company from any claim or cause of action arising out of the Company's verification of such information.

7. Miscellaneous Provisions.

(a) **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents or notices related to this Offer, securities of the Company or any of its affiliates or any other matter, including documents and/or notices required to be delivered to you by applicable securities law or any other law or the Company's Operating Agreement by email or any other electronic means. You hereby consent to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agree to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(b) **Whole Agreement.** Apart from any written side letter to be executed by both parties, no other agreements, representations or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this Offer have been made or entered into by either party with respect to the subject matter hereof. This Offer and the Confidentiality Agreement contain the entire understanding of the parties with respect to the subject matter hereof.

(c) **Withholding Taxes.** All payments made pursuant to this Offer shall be subject to reduction to reflect taxes or other charges required to be withheld by law.

(d) **Governing Law.** The validity, interpretation, construction and performance of this Offer, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of state of California, without giving effect to principles of conflicts of law.

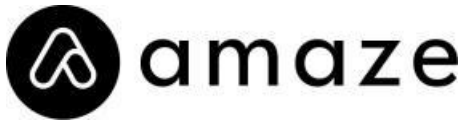
(e) **Counterparts.** This Offer may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

ATTACHMENT A

**CONFIDENTIAL INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

(See Attached)



Amaze Appoints Joel Krutz, Former Paramount Global and Crown Electrokinetics Executive, as Chief Financial Officer

NEWPORT BEACH, Calif., December 18, 2025 – **Amaze Holdings, Inc.** (NYSE American: AMZE) (“Amaze” or the “Company”), a global leader in creator-powered commerce, today announced the appointment of Joel Krutz as its Chief Financial Officer (“CFO”).

Krutz brings more than 20 years of senior financial leadership across public companies in media, technology, and digital infrastructure. His background includes extensive experience guiding complex global organizations, executing capital strategy, and supporting profitable growth at scale, capabilities that align closely with Amaze’s next phase of development.

Most recently, Krutz served as Chief Financial Officer and Chief Operating Officer of Crown Electrokinetics Corp, where he oversaw financial operations and capital markets strategy while supporting expansion initiatives across multiple operating verticals. Earlier in his career, he held senior finance leadership roles at Paramount Global, including CFO of Paramount International, where he helped manage a multi-billion-dollar global business and led financial strategy supporting sustained, double-digit profitability growth.

As CFO of Amaze, Krutz will be responsible for leading the Company’s financial operations, capital planning, and long-term financial strategy. He will be focused on enhancing financial discipline and supporting the Company’s growth as it advances toward becoming a profitable, scalable platform serving creators worldwide.

“Joel’s experience navigating public markets and building financial infrastructure for global businesses makes him a strong addition to our leadership team,” said Aaron Day, Chief Executive Officer of Amaze. “As we continue to scale the platform and execute on our strategic roadmap, his leadership will be critical in reinforcing our financial foundation and positioning the Company for long-term success.”

“Amaze is building a differentiated platform at the intersection of creators, commerce, and technology, and I’m excited to be joining the team at this important stage,” said Joel Krutz. “I look forward to working closely with Aaron and the rest of leadership team to strengthen the Company’s financial foundation, enhance capital flexibility, and support Amaze’s efforts to scale efficiently while creating long-term value for creators, partners, and shareholders.”

The appointment reflects Amaze’s continued focus on assembling a seasoned leadership team as the Company expands its capabilities and accelerates adoption across the global creator ecosystem.

For investor information, please contact IR@amaze.co

For press inquiries, please contact PR@amaze.co



About Amaze

Amaze Holdings, Inc. is an end-to-end, creator-powered commerce platform offering tools for seamless product creation, advanced e-commerce solutions, and scalable managed services. By empowering anyone to “sell anything, anywhere,” Amaze enables creators to tell their stories, cultivate deeper audience connections, and generate sustainable income through shoppable, authentic experiences. Discover more at www.amaze.co.

Forward-Looking Statements

This shareholder letter contains “forward-looking statements” within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). These statements relate to future events and developments or to our future operating or financial performance, including, but not limited to, statements about our financial outlook, strategies, initiatives, our growth for 2026, anticipated revenues, and our 2026 full year financial guidance. These statements can be identified by words such as “may,” “might,” “should,” “would,” “could,” “expect,” “plan,” “anticipate,” “intend,” “believe,” “outlook,” “estimate,” “predict,” “potential” or “continue,” and are based on our current expectations and views concerning future events and developments and their potential effects on us.

These statements are subject to known and unknown risks, uncertainties and assumptions that could cause actual results to differ materially from those projected or otherwise implied by the forward-looking statement. These risks and uncertainties include those set forth under the heading “Item 1A. Risk Factors” in our most recently filed Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2025, as well as in our Current Reports on Form 8-K.

Additional risks and uncertainties that could cause actual outcomes and results to differ materially from those contemplated by the forward-looking statements are included in our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and other future filings and reports that we file with the Securities and Exchange Commission (SEC) from time to time.

Given these risks and uncertainties, you should not place undue reliance on these forward-looking statements. Also, these forward-looking statements represent our estimates and assumptions only as of the date of this shareholder letter. Unless required by law, we undertake no obligation to update or revise any forward-looking statements to reflect new information or future events or developments.
