
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 OR 15d-16 UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the Month of October 2024

Commission File Number: 001-41353

Genius Group Limited

(Translation of registrant's name into English)

**8 Amoy Street, #01-01
Singapore 049950**

(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F

Form 40-F

Resignation and Appointment of Chief Financial Officer

On October 9, 2024, Adrian Reese (“**Mr. Reese**”) resigned as Chief Financial Officer (“**CFO**”) of Genius Group Limited (the “**Company**”). Mr. Reese’s decision to resign did not arise or result from any disagreement with the Company.

To fill in the vacancy created by the resignation of Mr. Reese as the CFO of the Company, on October 9, 2024, the Board appointed Gaurav Dama (“**Mr. Dama**”) to serve as the Interim Chief Financial Officer of the Company, effective on October 9, 2024.

Since September 2017, Mr. Dama has been the Senior Finance Manager of the Company and has been responsible for managing the Company’s global finance team. From October 2013 to June 2017, Mr. Dama was an Exempt Non-Officer with Credit Suisse. From January 2012 to October 2013, Mr. Dama was a Senior Officer of Finance and Accounts for APM Terminals.

In 2012, Mr. Dama earned a Master of Management Studies in Finance from the University of Mumbai.

There is no family relationship between Mr. Dama and any director or executive officer of the Company. To the best knowledge of the Company, there is no understanding or arrangement between Mr. Dama and any other person pursuant to which he was appointed as the Company’s CFO. Additionally, there has been no transaction in the past two years to which the Company or any of its subsidiaries or affiliates was or is to be a party in which Mr. Dama had, has or will have a direct or indirect material interest.

Mr. Dama entered into an Addendum to Employment Contract with the Company, which establishes certain terms and conditions governing his service to the Company. The agreement is filed hereto as Exhibit 99.2. The agreement sets forth the following material terms:

- In addition to Mr. Dama’s current remuneration in his role as Senior Finance Manager of the Company, Mr. Dama shall receive an additional monthly payment of \$8,000 for his role as Interim Chief Financial Officer of the Company.
- Mr. Dama’s services as Chief Financial Officer shall be on a probationary basis for three months.
- The HR department will confirm his appointment upon successful completion of the probation period, subject to meeting pre-agreed performance expectations.
- The probation period may be extended, if necessary, based on Mr. Dama’s performance during this time.

Resignation of Directors

On October 9, 2024, four members (the “**Resigning Directors**”) of the Company’s Board of Directors (the “**Board**”) tendered their resignations effective at such time.

- Michael Moe resigned as a director and a member of the Audit Committee, the Compensation Committee and the Nominating and Corporate Governance Committee of the Company;
- Richard Berman resigned as a director and a member of the Audit Committee, the Compensation Committee and the Nominating and Corporate Governance Committee of the Company;
- Salim Ismail resigned as a director, chairman of the board, and a member of the Audit Committee, the Compensation Committee and the Nominating and Corporate Governance Committee of the Company; and
- Riaz Shah resigned as a director of the Company.

The resignations resulted from a request from the Company’s senior management and certain of the Company’s shareholders. The resignations were requested based upon the Resigning Directors breach of fiduciary and other duties at common law and under the Companies Act (Cap. 50) owed to the Company as follows:

- On September 22, 2024, the Resigning Directors held an invalid board meeting and executed an unauthorized document entitled “*Written consent of the Board of Directors and Compensation Committee*” in violation of the Company’s constitution which purported to appoint Michael Moe as the Company’s Chief Executive Officer (“**CEO**”) while at the same time terminating and removing the existing CEO, Mr Roger Hamilton from being the Company’s CEO;
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- The Resigning Directors interfered with Mr. Hamilton’s ability to perform his duties as CEO of the Company;
- Resigning Director Mr. Michael Moe failed to declare his conflict of interest arising from the proposed acquisition agreement between LZG International, Inc. (“**LZGI**”) and the Company and failed to recuse himself from numerous board meetings where the strategy of the Company against LZGI was discussed; and
- Additionally, Resigning Directors Mr. Richard Berman and Mr. Michael Moe failed to declare their conflicts of interest arising from being the subject of the Whistleblower Report against them and each failed to recuse himself from numerous board meetings where the contents of the whistleblower report and other matters including the LZGI acquisition were discussed.

Appointment of Board Members

Pursuant to Regulation 73 and Regulation 100 of the Company’s Constitution, the Company appointed the four directors described below to fill the vacancies created by the resignation of the above four directors.

Eduardo Huerta-Mercado Herrera, age 59, Independent Director, Member of the Audit Committee, Member of Compensation Committee and Member of the Nominating and Corporate Governance Committee

Effective October 12, 2024, Eduardo Huerta-Mercado Herrera (“**Mr. Huerta-Mercado**”) was appointed to serve as a director, a member of the Audit Committee, a member of the Compensation Committee and a member of the Nominating and Corporate Governance Committee of the Company until the earlier of (i) the Company’s next annual meeting of shareholders called for the election of directors, (ii) until his successor is duly elected and qualified, or (iii) until his earlier death, resignation or removal.

Mr. Huerta-Mercado is a seasoned education professional. Since February 2020, Mr. Huerta-Mercado has served as the Director of the Innovation and Technology Center and Global MBA program at GERENS Escuela de Postgrado in Peru. Since April 2019, Mr. Huerta-Mercado has been a Senior Advisor and Research Scholar at Purdue University Daniels School of Business. Since January 2018, Mr. Huerta-Mercado has been the Director at Invent College. Since January 2018, Mr. Herera has been the Director at Girls Who Venture. Since January 2017, Mr. Huerta-Mercado has been the Director at United Technologies for Kids. In addition to his entrepreneurial education experience, he consults on public investment and governance to the World Bank and The Inter-American Development Bank Latin America, Europe and Asia.

In 2018 Mr. Huerta-Mercado earned a Diploma in the Executive Program in General Management from the Massachusetts Institute of Technology. In 2000, Mr. Huerta-Mercado earned a Master of Business Administration from Purdue University Daniels School of Business. In 1997, Mr. Huerta-Mercado earned a Diploma, Integrated Manufacturing Systems from Instituto Tecnológico de Monterrey. In 1992, Mr. Huerta-Mercado earned a Master of Science, Management of Technology from the University of California, Berkeley. In 1992, Mr. Huerta-Mercado earned a Master of Science, Industrial Engineering & Operations Research from the University of California, Berkeley. In 1987, Mr. Huerta-Mercado earned an Ingeniero, Ingeniero Mecánico from Pontificia Universidad Católica del Perú.

Mr. Huerta-Mercado is an independent director under the applicable rules and regulations of the SEC and rules of the NYSE: New York Stock Exchange. He does not have a family relationship with any director or executive officer of the Company and has not been involved in any transaction with the Company during the past three years that would require disclosure under Item 404(a) of Regulation S-K. There are no arrangements or understandings with major shareholders, customers, suppliers or others, pursuant to which Mr. Huerta-Mercado was selected as a director.

A copy of the Director Officer Letter by and between the Company and Mr. Huerta-Mercado is attached as Exhibit 99.3 hereto. The Director Offer Letter sets forth the following material terms:

- Mr. Huerta-Mercado’s compensation shall consist of (i) \$5,000 in cash per month to be paid quarterly in arrears by the Company and (ii) 50,000 shares of the Company’s ordinary shares annually with the 1st grant on October 12, 2024 (the “**Grant Shares**”);
- The Grant Shares are valued at the closing price on the last trading date prior to the grant;
- The Grant Shares shall vest quarterly over 2 years following each grant date conditioned upon the continued service of Mr. Huerta-Mercado as a director of the Company;
- Should Mr. Huerta-Mercado cease to serve as a director on the Board, his right to any unvested options shall terminate immediately;
- Mr. Huerta-Mercado’s compensation will be reviewed and may be amended as determined in accordance with the constitutional documents of the Company from time to time;
- The Company shall reimburse Mr. Huerta-Mercado for all reasonable travel and other out-of-pocket expenses incurred in connection with Mr. Huerta-Mercado’s services rendered;
- Mr. Huerta-Mercado’s services can be terminated at any time upon thirty (30) days prior written notice to the other party or such shorter period as the parties may agree upon; and
- The Company retains the right to terminate Mr. Huerta-Mercado’s services without any prior notice or payment in lieu of notice, in the event of any misrepresentation, misconduct, violation of discipline, criminal offence, illegal action, breach of Company policy or any activities amounting to moral turpitude or jeopardizing the interests of the Company, in each case to be judged on the merits in good faith by the Company.

Ian Putter, age 54, Independent Director, Member and Chairman of the Audit Committee and Member of the Nominating and Corporate Governance Committee

Effective on October 12, 2024, the Board appointed Ian Putter (“**Mr. Putter**”) to serve as a director, a member and chairman of the Audit Committee and a member of the Nominating and Corporate Governance Committee of the Company until the earlier of (i) the Company’s next annual meeting of shareholders called for the election of directors, (ii) until his successor is duly elected and qualified, or (iii) until his earlier death, resignation or removal.

Mr. Putter has over 20 years of experience within international banking and fintech, as CFO, board member and other technical finance re-engineering and integration roles. From June 2019 to April 2024, Mr. Putter was the Head of the Blockchain Domain at Standard Bank and established the Blockchain Research Institute Africa, a think tank that collaborated with research institutes across the globe to identify blockchain use cases relevant to Africa. Since July 2024, Mr. Putter has served as the Chief Compliance Officer and Chief Financial Officer of Tokinvest in Dubai. Since June 2022, Mr. Putter has served as a board member of Hedera LLC.

In 2000, Mr. Putter earned a Bachelor of Commerce Honours, Accounting and Finance from the University of Johannesburg.

Mr. Putter is an independent director under the applicable rules and regulations of the SEC and rules of the NYSE: New York Stock Exchange. He does not have a family relationship with any director or executive officer of the Company and has not been involved in any transaction with the Company during the past three years that would require disclosure under Item 404(a) of Regulation S-K. There are no arrangements or understandings with major shareholders, customers, suppliers or others, pursuant to which Mr. Putter was selected as a director.

A copy of the Director Officer Letter by and between the Company and Mr. Putter is attached as Exhibit 99.4 hereto. The Director Offer Letter sets forth the following material terms:

- Mr. Putter's compensation shall consist of (i) \$5,000 in cash per month to be paid quarterly in arrears by the Company and (ii) 50,000 shares granted annually with the 1st grant on October 12, 2024 (the "**Grant Shares**");
- The Grant Shares are valued at the closing price on the last trading date prior to the grant and shall vest
- The Grant Shares vest quarterly over 2 years following each grant date on the continued service as a director of the Company;
- If Mr. Putter ceases to serve as a director on the Board, his right to any unvested options will terminate immediately;
- Mr. Putter's compensation will be reviewed and may be amended as determined in accordance with the constitutional documents of the Company from time to time;
- The Company shall reimburse Mr. Putter for all reasonable travel and other out-of-pocket expenses incurred in connection with Mr. Putter's services rendered;
- Mr. Putter's services can be terminated at any time upon thirty (30) days prior written notice to the other party or such shorter period as the parties may agree upon; and
- The Company retains the right to terminate Mr. Putter's services without any prior notice or payment in lieu of notice, in the event of any misrepresentation, misconduct, violation of discipline, criminal offence, illegal action, breach of Company policy or any activities amounting to moral turpitude or jeopardizing the interests of the Company, in each case to be judged on the merits in good faith by the Company.

Thomas Power, age 60, Independent Director, Member of the Compensation Committee and Member and Chairman of the Nominating and Corporate Governance Committee

Effective on October 12, 2024, the Board appointed Thomas Power ("**Mr. Power**") to serve as a director, a member of the Compensation Committee and a member and chairman of the Nominating and Corporate Governance Committee of the Company until the earlier of (i) the Company's next annual meeting of shareholders called for the election of directors, (ii) until his successor is duly elected and qualified, or (iii) until his earlier death, resignation or removal.

Mr. Power has over thirty years of leadership experience in fast-growth technology companies. In September 2014, Mr. Power founded the BIP100 Club in the UK, an exclusive community platform for business owners focused on innovation, training, and mutual support. Since February 2008, Mr. Power has been a member of the Board of Directors at Savortex. From March 2011 to June 2014, Mr. Power was a member of the Board of Directors at Digital Youth Academy. From June 2009 to November 2014, Mr. Power was a member of the Board of Directors at LeadORS. From December 2014 to September 2019, Mr. Power was a member of the Board of Directors at Electric Dog. From October 2014 to July 2022, Mr. Power was a member of the Board of Directors at 9 Spokes. From December 2010 to January 2021, Mr. Power was a member of the Board of Directors at Digital Entrepreneur. From November 2013 to December 2022, Mr. Power was a member of the Board of Directors at The Business Café. From January 2016 to December 2020, Mr. Power was a member of the Board of Directors at Team Blockchain. From September 2018 to December 2010, Mr. Power was a member of the Board of Directors at the Blockchain Industry Compliance and Regulation Association (BICRA).

In 1982, Mr. Power earned a Higher National Diploma, Business, Finance & Marketing from Croydon College.

Mr. Power is an independent director under the applicable rules and regulations of the SEC and rules of the NYSE: New York Stock Exchange. He does not have a family relationship with any director or executive officer of the Company and has not been involved in any transaction with the Company during the past three years that would require disclosure under Item 404(a) of Regulation S-K. There are no arrangements or understandings with major shareholders, customers, suppliers or others, pursuant to which Mr. Power was selected as a director.

A copy of the Director Officer Letter by and between the Company and Mr. Power is attached as Exhibit 99.5 hereto. The Director Offer Letter sets forth the following material terms:

- Mr. Power's compensation shall consist of (i) \$5,000 in cash per month to be paid quarterly in arrears by the Company and (ii) 50,000 shares granted annually with the 1st grant on October 12, 2024 (the "**Grant Shares**");
- The Grant Shares shall be valued at the closing price on the last trading date prior to the grant;
- The Grant Shares vest quarterly over 2 years following each grant date conditioned on the continued service as a director;
- Should Mr. Power cease to serve as a director, his right to any unvested options will terminate immediately;
- Mr. Power's compensation will be reviewed and may be amended as determined in accordance with the constitutional documents of the Company from time to time;
- The Company shall reimburse Mr. Power for all reasonable travel and other out-of-pocket expenses incurred in connection with Mr. Power's services rendered;
- Mr. Power's services can be terminated at any time upon thirty (30) days prior written notice to the other party or such shorter period as the parties may agree upon; and
- The Company retains the right to terminate Mr. Power's services without any prior notice or payment in lieu of notice, in the event of any misrepresentation, misconduct, violation of discipline, criminal offence, illegal action, breach of Company policy or any activities amounting to moral turpitude or jeopardizing the interests of the Company, in each case to be judged on the merits in good faith by the Company.

Gary Pattison, age 54, Lead Independent Director, Member of the Audit Committee and Member and Chairman of the Compensation Committee

Effective on October 12, 2024, the Board appointed Gary Pattison, aka Gary Wilde ("**Mr. Pattison**") to serve as a director, a member of the Audit Committee and a member and chairman of the Compensation Committee of the Company until the earlier of (i) the Company's next annual meeting of shareholders called for the election of directors, (ii) until his successor is duly elected and qualified, or (iii) until his earlier death, resignation or removal.

Mr. Pattison is an education entrepreneur, CEO mentor and rapid growth specialist with international experience working with CEOs and senior management on rapid transformation and turnaround strategies. Since January 2022, Mr. Pattison has been the co-founder and MD of Legend X Limited, a company specialising in professional coaching and mentoring of founder CEOs and entrepreneurs. Since November 2016, Mr. Pattison has been the co-founder and Chief Executive Officer of Wilde Success Limited & Wilde Success UK Limited [now Legend X UK Limited], a professional training and coaching company. From August 2007 to January 2022, Mr. Pattison was the co-founder and Chief Executive Officer of Wild Creations CC, where he drove strategy formulation and the development and delivery of leadership programs, strategic interventions, and company turnarounds.

Mr. Pattison's certifications include IBG Certified Executive Coach, IBG Certified Sales Coach, IBG Certified Business Coach, IBG Certified Guerrilla Marketing Business Advisor Practitioner, Demartini Method Facilitator, Certified Eriksonian Psychotherapist, Certified NLP Practitioner, Certified EFT Practitioner, Certified Hypnotherapist, and Certified Timeline Paradigm Techniques Practitioner.

Mr. Pattison is an independent director under the applicable rules and regulations of the SEC and rules of the NYSE: New York Stock Exchange. He does not have a family relationship with any director or executive officer of the Company and has not been involved in any transaction with the Company during the past three years that would require disclosure under Item 404(a) of Regulation S-K. There are no arrangements or understandings with major shareholders, customers, suppliers or others, pursuant to which Mr. Pattison was selected as a director.

A copy of the Director Officer Letter by and between the Company and Mr. Pattison is attached as Exhibit 99.6 hereto. The Director Offer Letter sets forth the following material terms:

- Mr. Pattison's compensation shall consist of (i) \$5,000 in cash per month to be paid quarterly in arrears by the Company and (ii) 50,000 shares granted annually with the 1st grant on October 12, 2024 (the "**Grant Shares**");

- The Grant Shares shall be valued at the closing price on the last trading date prior to the grant. The Grant Shares are vested quarterly over 2 years following each grant date conditioned on the continued service as a director on the Board of the Company;
- If Mr. Pattison ceases to serve as a director, his right to any unvested options will terminate immediately;
- Mr. Pattison's compensation will be reviewed and may be amended as determined in accordance with the constitutional documents of the Company from time to time;
- The Company shall reimburse Mr. Pattison for all reasonable travel and other out-of-pocket expenses incurred in connection with Mr. Pattison's services rendered;
- Mr. Pattison's services can be terminated at any time upon thirty (30) days prior written notice to the other party or such shorter period as the parties may agree upon; and
- The Company retains the right to terminate Mr. Pattison's services without any prior notice or payment in lieu of notice, in the event of any misrepresentation, misconduct, violation of discipline, criminal offence, illegal action, breach of Company policy or any activities amounting to moral turpitude or jeopardizing the interests of the Company, in each case to be judged on the merits in good faith by the Company.

After the resignations and appointments mentioned above, the Board of Directors of the Company and their service on the Company's Committees are as follows:

<u>Name</u>	<u>Age</u>	<u>Position</u>
Roger James Hamilton	55	Chairman of the Board of Directors
Suraj Naik	39	Director
Eduardo Huerta-Mercado Herrera	59	Independent Director (Member of Audit Committee, Member Compensation Committee and Member of Nominating and Corporate Governance Committee)
Ian Putter	54	Independent Director (Member and Chairman of Audit Committee and Member of Nominating and Corporate Governance Committee)
Thomas Power	60	Independent Director (Member of Compensation Committee and Member and Chairman of Nominating and Corporate Governance Committee)
Gary Pattison	54	Lead Independent Director (Member of Audit Committee and Member and Chairman of Compensation Committee)

None of the newly appointed directors named above have been the subject of any of the following during the past ten years:

- a petition under the Federal bankruptcy laws or any state insolvency law was filed by or against, or a receiver, fiscal agent or similar officer was appointed by a court for the business or property of such person, or any partnership in which he was a general partner at or within two years before the time of such filing, or any corporation or business association of which he was an executive officer at or within two years before the time of such filing;
- a conviction in a criminal proceeding or named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses);
- the subject of any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining him from, or otherwise limiting, the following activities: (i) Acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the Commodity Futures Trading Commission, or an associated person of any of the foregoing, or as an investment adviser, underwriter broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activity; (ii) Engaging in any type of business practice; or (iii) Engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of Federal or State securities laws or Federal commodities laws;
- any order, judgment or decree, not subsequently reversed, suspended or vacated, of any Federal or State authority barring, suspending or otherwise limiting for more than 60 days the right of such person to engage in any activity described in paragraph (f)(3)(i) of this section, or to be associated with persons engaged in any such activity;

- being found by a court of competent jurisdiction in a civil action or by the Commission to have violated any Federal or State securities law, and the judgment in such civil action or finding by the Commission has not been subsequently reversed, suspended, or vacated;
- being found by a court of competent jurisdiction in a civil action or by the Commodity Futures Trading Commission to have violated any Federal commodities law, and the judgment in such civil action or finding by the Commodity Futures Trading Commission has not been subsequently reversed, suspended or vacated;
- any Federal or State judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated, relating to an alleged violation of (i) Any Federal or State securities or commodities law or regulation; or (ii) Any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order; or (iii) Any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or
- a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the Exchange Act (15 U.S.C. 78c(a)(26)), any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act (7 U.S.C. 1(a)(29)), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

Class Action Litigation

On October 4, 2024, a class action litigation was filed against Michael Moe, Peter Ritz, LZGI International, Inc. ("**LZGI**"), Roger Hamilton and the Company in the United States District Court for the Southern District of New York, Case No. 1:24-cv-07551. The litigation contains allegations emanating from the LZGI/Company business combination. Plaintiffs in the action are seeking to recover compensable damages caused by alleged violations of the federal securities laws and to pursue remedies under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, and Rule 10b-5 promulgated thereunder. The Company believes that the claims in this complaint against it are unfounded and intends to vigorously defend itself against such allegations.

Defaults in Financing with its Institutional Investor

The Company is currently in default with its financing arrangements with Ayrton Capital including, *inter alia*, its inability to obtain shareholder approval of a proposed reverse stock split of the Company's current shares and its inability to make the periodic payment due on October 1, 2024 due to the investor. The Company is currently working with the investors to cure these defaults and enter into a forbearance regarding these defaults while cures are effected.

Other Events

On October 15, 2024, the Company issued the press release titled "**Genius Group Restructures Board with Four New Appointees**", which press release is attached hereto as Exhibit 99.1.

The information in this Current Report on Form 6-K (including the press release attached hereto as Exhibit 99.1) shall not be deemed to be **filed** for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended ("**Exchange Act**"), or otherwise subject to the liabilities of that section, nor shall it be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act. This current report on Form 6-K (including the press release attached

hereto as Exhibit 99.1) will not be deemed an admission as to the materiality of any information contained herein.

Financial Statements and Exhibits

Exhibit No.	Description
99.1	October 15, 2024, Press Release
99.2	Addendum to Employment Contract by and between the Company and Gaurav Dama, dated October 11, 2024
99.3	Director Offer Letter by and between the Company and Eduardo Huerta-Mercado Herrera, dated October 12, 2024
99.4	Director Offer Letter by and between the Company and Ian Putter, dated October 12, 2024
99.5	Director Offer Letter by and between the Company and Thomas Power, dated October 12, 2024
99.6	Director Offer Letter by and between the Company and Gary Pattison, dated October 12, 2024
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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.

GENIUS GROUP LIMITED

Date: October 15, 2024

By: /s/ Roger Hamilton
Name: Roger Hamilton
Title: Chief Executive Officer
(Principal Executive Officer)



Genius Group Restructures Board with Four New Appointees

SINGAPORE, October 15, 2024 - Genius Group Limited (NYSE American: GNS) (“Genius Group” or the “Company”), a leading AI-powered education and acceleration group, today announced changes to its Board and Management team commensurate with its international growth plans.

The Company’s Board of Directors has appointed Eduardo Huerta-Mercado Herrera, Ian Putter, Thomas Power and Gary Pattison to the Board, bringing with them extensive experience at Board and Senior Management levels in high-growth, international public companies and higher education institutions.

Eduardo Huerta-Mercado Herrera is a seasoned education professional and currently the Director of the Innovation and Technology Center and Global MBA program at GERENS Escuela de Postgrado in Peru. He is also a Senior Advisor and Research Scholar to Purdue University Daniels School of Business, Director at United Technologies for Kids, Director at Invent College and Director at Girls Who Venture. In addition to his entrepreneurial education experience, he consults on public investment and governance to The World Bank and The Inter-American Development Bank in Latin America, Europe and Asia.

Ian Putter has over 20 years of experience within international banking and fintech, as CFO, board member and other technical finance re-engineering and integration roles. He was the Head of Blockchain Domain at Standard Bank and established the Blockchain Research Institute Africa, a think tank that collaborated with research institutes across the globe to identify blockchain use cases relevant to Africa. He is currently the Chief Compliance Officer and Chief Financial Officer of Tokinvest in Dubai and a board member of Hedera LLC.

Thomas Power has over thirty years of leadership experience in fast-growth technology companies. He co-founded the UK-based Ecademy, which grew into one of the first social networks for entrepreneurs with 650,000 members. He has been Board Director at Digital Youth Academy, LeadORS, Electric Dog, 9 Spokes, Digital Entrepreneur, The Business Café, Savortex, Team Blockchain and the Blockchain Industry Compliance and Regulation Association (BICRA).

Gary Pattison is an education entrepreneur with over 25 years of experience as a turnaround specialist, CEO wingman, and behavioural adaptation strategist. He has successfully led numerous projects over the decades, including notable turnarounds of a SABMiller operation in South Africa and a foundry for Finnish company Metso, as well as many rapid transformation initiatives, including his work with the London-listed Grit Real Estate Income Group.

The four new appointees to the Board are based in Peru, Dubai, England and Mauritius, respectively, aligning with the Company’s international growth plans in South America, Europe and Asia. They will join Roger James Hamilton and Suraj Naik on the Board, and the Company will be presenting the new appointees at the Company’s next Annual General Meeting for confirmation by shareholder approval.

The new appointments replace four directors who are exiting the Board. Following a written request from the Company’s Senior Management and certain shareholders for their resignations, on October 10, 2024, Michael Moe, Richard Berman, Salim Ismail and Riaz Shah submitted their resignations to the Company, which were accepted by the Board of Directors. The resignation of the four directors was requested due to conflicts of interest and breaches of fiduciary and statutory duties to the Company as set forth in the Form 6-K filed with the Securities and Exchange Commission on October 15, 2024.

As part of the Board and management restructuring, Adrian Reese has resigned as CFO and Gaurav Dama has been appointed as Interim CFO. Gaurav Dama has been Senior Finance Manager for the Company for seven years, managing the Company’s global finance team.

On the current restructuring, the CEO of Genius Group, Roger Hamilton, said, *“Genius Group is building an increasingly international footprint with the growth of our AI-powered education platform and Genius Cities model. This restructure aligns with our growth in Asia, Europe and South America, and I look forward to working with our new Board and management to achieve our mission.”*

Please see the Company’s Report on Form 6-K filed with the SEC on October 15, 2024 for additional information regarding the resignations of four directors and appointment of new directors.

About Genius Group

Genius Group (NYSE: GNS) is a leading provider of AI-powered, digital-first education and acceleration solutions for the future of work. Genius Group serves 5.4 million users in over 100 countries through its Genius City model and online digital marketplace of AI training, AI tools and AI talent. It provides personalized, entrepreneurial AI pathways combining human talent with AI skills and AI solutions at the individual, enterprise and government levels. To learn more, please visit www.geniusgroup.net.

For more information, please visit <https://www.geniusgroup.net/>

Forward-Looking Statements

Statements made in this press release include forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements can be identified by the use of words such as “may,” “will,” “plan,” “should,” “expect,” “anticipate,” “estimate,” “continue,” or comparable terminology. Such forward-looking statements are inherently subject to certain risks, trends and uncertainties, many of which the Company cannot predict with accuracy and some of which the Company might not even anticipate and involve factors that may cause actual results to differ materially from those projected or suggested. Readers are cautioned not to place undue reliance on these forward-looking statements and are advised to consider the factors listed above together with the additional factors under the heading “Risk Factors” in the Company’s Annual Reports on Form 20-F, as may be supplemented or amended by the Company’s Reports of a Foreign Private Issuer on Form 6-K. The Company assumes no obligation to update or supplement forward-looking statements that become untrue because of subsequent events, new information or otherwise. No information in this press release should be construed as any indication whatsoever of the Company’s future revenues, results of operations, or stock price.

Contacts

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www.mzgroup.us



Genius Group Ltd
8 Amoy Street,
#01-01, Far East Square,
Singapore 049950

October 11, 2024

To: Gaurav Dama, interim CFO of Genius Group Limited

ADDENDUM TO EMPLOYMENT CONTRACT

This Addendum is made to the employment contract of Gaurav Dama, Senior Finance Manager of Genius Group Limited (hereinafter referred to as "Employee" or "Mr. Dama"), by and between Mr. Dama and Genius Group Limited (hereinafter referred to as the "Company").

WHEREAS, Mr. Dama has been appointed as Interim Chief Financial Officer (CFO) of Genius Group Limited;

NOW, THEREFORE, the parties hereto agree to amend Mr. Dama's employment contract as follows:

1. **Duties and Responsibilities** As the Interim CFO of Genius Group, you will report directly to the CEO. Your duties and responsibilities include:
 - Lead all finance and accounting responsibilities across Genius Group and its subsidiary companies.
 - Produce annual operations forecasting reports and strategy.
 - Ensure financial and legal reporting and compliance of Genius Group as a publicly listed company.
 - Manage the accounting, investor relations, legal, tax, and treasury departments.
 - Oversee the financial operations of subsidiary companies and foreign operations.
 - Manage any third parties to which accounting or finance functions have been outsourced.
 - Oversee the company's transaction processing systems.
 - Supervise acquisition due diligence and negotiate acquisitions.
 - Monitor cash balances and cash forecasts.
 - Participate in conference calls with the investment community.



- Present financial strategy recommendations to the CEO.
- Support the CEO on investor presentations and business development.
- Manage the systems integration of acquired companies into the group.
- Report to the Board and investors on group company performance.
- Participate in key decisions as a member of the executive management team.
- Maintain in-depth relations with all members of the management team.

2. **Compensation** In addition to your current remuneration, you will receive an additional monthly payment of USD 8,000 for your role as Interim CFO.

3. **Probation & Confirmation** You shall be on probation for this role for three months from the commencement date. The HR department will confirm your appointment upon successful completion of the probation period, subject to meeting pre-agreed performance expectations. The probation period may be extended if necessary based on your performance during this time.

Continued Effect of Original Contract Except as expressly modified by this Addendum, all other terms and conditions of your original employment contract shall remain in full force and effect.

Eva Mantziou 
Chief of Staff and CHRO
Genius Group Ltd



DIRECTOR AGREEMENT

This Director Agreement (the "Agreement") is made and entered into as of October 12th, 2024, by and between Genius Group, Singaporean company (the "Company"), and Eduardo Huerta-Mercado Herrera (Passport No.: 120784667) (the "Director").

I. SERVICES

1.1 Board of Directors. The Director is appointed to serve as a director of the Company's Board of Directors (the "Board"), effective as of October 12th 2024 (the "Effective Date"), until the earlier of (i) the date on which the Director ceases to be a member of the Board for any reason or (ii) the date of termination of this Agreement in accordance with Section 5.2 hereof (such earlier date being the "Expiration Date"). The Board shall consist of the Director and such other members as are nominated and elected pursuant to the then-current Memorandum and Articles of Association of the Company (the "Memorandum and Articles").

1.2 Director Services. The Director's services to the Company hereunder shall include service on the Board and service on the Audit and compliance committees of the Board in accordance with applicable law and stock exchange rules as well as the Memorandum and Articles, and such other services mutually agreed to by the Director and the Company (the "Director Services").

II. COMPENSATION

2.1 Expense Reimbursement. The Company shall reimburse the Director for all reasonable travel and other out-of-pocket expenses incurred in connection with the Director Services rendered by the Director.

2.2 Compensation to Director. The Director shall receive from the Company compensation pursuant to Exhibit A hereto.

2.3 Director and Officer Liability Insurance. The Company shall maintain a customary director and officer liability insurance policy to insure the Director against any losses incurred in lawsuits or other legal proceedings brought against the Director in connection with the Director Services.

III. DUTIES OF DIRECTOR

3.1 Fiduciary Duties. In fulfilling his/her managerial responsibilities, the Director shall be charged with a fiduciary duty to the Company. The Director shall be attentive and inform himself/herself of all material facts regarding a decision before taking action. In addition, the Director's actions shall be motivated solely by the best interests of the Company.

3.2 Confidentiality. During the Term of this Agreement, and for a period of one (1) year after the Expiration Date, the Director shall maintain in strict confidence all information he/she has obtained or shall obtain from the Company that the Company has designated as “confidential” or that is by its nature confidential, relating to the Company’s business, operations, properties, assets, services, condition (financial or otherwise), liabilities, employee relations, customers (including customer usage statistics), suppliers, prospects, technology, or trade secrets, except to the extent such information (i) is in the public domain through no act or omission of the Director, (ii) is required to be disclosed by law or a valid order by a court or other governmental body, or (iii) is independently learned by the Director outside of his/her relationship with the Company and its affiliates (the “Confidential Information”).

3.3 Nondisclosure and Nonuse Obligations. The Director will use the Confidential Information solely to perform the Director Services for the benefit of the Company. The Director will treat all Confidential Information of the Company with the same degree of care as the Director treats his/her own Confidential Information, and the Director will use his/her best efforts to protect the Confidential Information. The Director will not use the Confidential Information for his/her own benefit or the benefit of any other person or entity, except as may be specifically permitted in this Agreement. The Director will immediately give notice to the Company of any unauthorized use or disclosure by or through him/her, or of which he/she becomes aware, of the Confidential Information. The Director agrees to assist the Company in remedying any such unauthorized use or disclosure of the Confidential Information.

3.4 Return of the Company Property. All materials furnished to the Director by the Company, whether delivered to the Director by the Company or made by the Director in the performance of Director Services under this Agreement (the “Company Property”), are the sole and exclusive property of the Company. The Director agrees to promptly deliver the original and any copies of the Company Property to the Company at any time upon the Company’s request. Upon termination of this Agreement by either party for any reason, the Director agrees to promptly deliver to the Company or destroy, at the Company’s option, the original and any copies of the Company Property. The Director agrees to certify in writing that the Director has so returned or destroyed all such Company Property.

IV. COVENANTS OF DIRECTOR

4.1 No Conflict of Interest. During the Term of this Agreement, the Director shall not be employed by, own, manage, control or participate in the ownership, management, operation or control of any business entity that is competitive with the Company or otherwise undertake any obligation inconsistent with the terms hereof, provided that Director may continue the Director’s current affiliation or other current relationships with the entity or entities described on Exhibit B (all of which entities are referred to collectively as “Current Affiliations”). This Agreement is subject to the current terms and agreements governing the Director’s relationship with Current Affiliations, and nothing in this Agreement is intended to be or will be construed to inhibit or limit any of the Director’s obligations to Current Affiliations. The Director represents that nothing in this Agreement conflicts with the Director’s obligations to Current Affiliations. A business entity shall be deemed to be “competitive with the Company” for purpose of this Article IV only if and to the extent it engages in the business substantially similar to the Company’s business. If the Director undertakes any duty, investment or other obligation that may present a

conflict of interest prohibited under this Section 4.1, the Director shall inform the Board in advance. If the Board decides such proposed new obligation would present an actual conflict of interest prohibited hereunder and the Director still undertakes the new obligation, the Board shall have the right to remove the Director from the Board.

4.2 Noninterference with Business. During the Term of this Agreement, and for a period of one (1) year after the Expiration Date, the Director agrees not to interfere with the business of the Company in any manner. By way of example and not of limitation, the Director agrees not to solicit or induce any employee, independent contractor, customer, supplier or business partner of the Company to terminate or breach his/her/its employment, contractual or other relationship with the Company.

V. TERM AND TERMINATION

5.1 Term. This Agreement is effective as of the Effective Date as provided for in Section 1.1 above and will continue until the Expiration Date (the “Term”).

5.2 Termination. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party, or such shorter period as the parties may agree upon.

5.3 Dismissal for Cause. The Company retains the right to terminate services without any prior notice or payment in lieu of notice, in the event of any misrepresentation, misconduct, violation of discipline, criminal offence, illegal action, breach of Company policy or any activities amounting to moral turpitude or jeopardizing the interests of the Company, in each case to be judged on the merits in good faith by the Company.

5.4 Survival. The rights and obligations contained in Articles III and IV will survive any termination or expiration of this Agreement.

VI. MISCELLANEOUS

6.1 Assignment. Except as expressly permitted by this Agreement, neither party shall assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

6.2 No Waiver. The failure of any party to insist upon the strict observance and performance of the terms of this Agreement shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms.

6.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth on the signature page of this Agreement or such other address as either party may specify in writing.

6.4 Governing Law. This Agreement shall be governed in all respects by the laws of the Singapore without regard to conflicts of law principles thereof.

6.5 Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all Director Services undertaken by the Director for the Company.

6.7 Amendments. This Agreement may only be amended, modified or changed by an agreement signed by the Company and the Director. The terms contained herein may not be altered, supplemented or interpreted by any course of dealing or practices.

6.8 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

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

Director: Eduardo Huerta-Mercado Herrera

GENIUS GROUP

Firmado por:
Eduardo Huerta-Mercado Herrera
A1DC516F4E4248E...

DocuSigned by:
Roger Hamilton
25E8FE9140A14F8...

Name: Roger James Hamilton
Title: CEO

[Signature Page to Director Agreement]

EXHIBIT A

Compensation to Director

The compensation consists of (i) US\$5,000 in cash per month , effective as of the Effective Date and to be paid quarterly in arrears by the Company, (ii) 50,000 shares granted annually with 1st grant on the Effective Date. Shares are granted at FMV at share closing price at last trading date prior to the grant. Shares are vested quarterly over 2 years following each grant date. Vesting of shares granted is conditioned on the continued service as a director on the board of the Company. If you cease to serve as a director on the board, your right to any unvested options will terminate immediately.

The compensation will be reviewed and may be amended as determined in accordance with the constitutional documents of the Company from time to time.

Initial DS
EHA RH

EXHIBIT B

Director's Current Affiliations

Initial DS
EAT RH

DIRECTOR AGREEMENT

This Director Agreement (the “Agreement”) is made and entered into as of October 12th, 2024, by and between Genius Group, Singaporean company (the “Company”), and Ian Putter (Passport No.: _____) (the “Director”).

I. SERVICES

I.1 Board of Directors. The Director is appointed to serve as a director of the Company’s Board of Directors (the “Board”), effective as of October 12th 2024 (the “Effective Date”), until the earlier of (i) the date on which the Director ceases to be a member of the Board for any reason or (ii) the date of termination of this Agreement in accordance with Section 5.2 hereof (such earlier date being the “Expiration Date”). The Board shall consist of the Director and such other members as are nominated and elected pursuant to the then-current Memorandum and Articles of Association of the Company (the “Memorandum and Articles”).

I.2 Director Services. The Director’s services to the Company hereunder shall include service on the Board and service on the Audit and compliance committees of the Board in accordance with applicable law and stock exchange rules as well as the Memorandum and Articles, and such other services mutually agreed to by the Director and the Company (the “Director Services”).

II. COMPENSATION

II.1 Expense Reimbursement. The Company shall reimburse the Director for all reasonable travel and other out-of-pocket expenses incurred in connection with the Director Services rendered by the Director.

II.2 Compensation to Director. The Director shall receive from the Company compensation pursuant to Exhibit A hereto.

II.3 Director and Officer Liability Insurance. The Company shall maintain a customary director and officer liability insurance policy to insure the Director against any losses incurred in lawsuits or other legal proceedings brought against the Director in connection with the Director Services.

III. DUTIES OF DIRECTOR

III.1 Fiduciary Duties. In fulfilling his/her managerial responsibilities, the Director shall be charged with a fiduciary duty to the Company. The Director shall be attentive and inform himself/herself of all material facts regarding a decision before taking action. In addition, the Director’s actions shall be motivated solely by the best interests of the Company.

III.2 Confidentiality. During the Term of this Agreement, and for a period of one (1) year after the Expiration Date, the Director shall maintain in strict confidence all information he/she has obtained or shall obtain from the Company that the Company has designated as “confidential” or that is by its nature confidential, relating to the Company’s business, operations, properties, assets, services, condition (financial or otherwise), liabilities, employee relations, customers (including customer usage statistics), suppliers, prospects, technology, or trade secrets, except to the extent such information (i) is in the public domain through no act or omission of the Director, (ii) is required to be disclosed by law or a valid order by a court or other governmental body, or (iii) is independently learned by the Director outside of his/her relationship with the Company and its affiliates (the “Confidential Information”).

III.3 Nondisclosure and Nonuse Obligations. The Director will use the Confidential Information solely to perform the Director Services for the benefit of the Company. The Director will treat all Confidential Information of the Company with the same degree of care as the Director treats his/her own Confidential Information, and the Director will use his/her best efforts to protect the Confidential Information. The Director will not use the Confidential Information for his/her own benefit or the benefit of any other person or entity, except as may be specifically permitted in this Agreement. The Director will immediately give notice to the Company of any unauthorized use or disclosure by or through him/her, or of which he/she becomes aware, of the Confidential Information. The Director agrees to assist the Company in remedying any such unauthorized use or disclosure of the Confidential Information.

III.4 Return of the Company Property. All materials furnished to the Director by the Company, whether delivered to the Director by the Company or made by the Director in the performance of Director Services under this Agreement (the “Company Property”), are the sole and exclusive property of the Company. The Director agrees to promptly deliver the original and any copies of the Company Property to the Company at any time upon the Company’s request. Upon termination of this Agreement by either party for any reason, the Director agrees to promptly deliver to the Company or destroy, at the Company’s option, the original and any copies of the Company Property. The Director agrees to certify in writing that the Director has so returned or destroyed all such Company Property.

IV. COVENANTS OF DIRECTOR

IV.1 No Conflict of Interest. During the Term of this Agreement, the Director shall not be employed by, own, manage, control or participate in the ownership, management, operation or control of any business entity that is competitive with the Company or otherwise undertake any obligation inconsistent with the terms hereof, provided that Director may continue the Director’s current affiliation or other current relationships with the entity or entities described on Exhibit B (all of which entities are referred to collectively as “Current Affiliations”). This Agreement is subject to the current terms and agreements governing the Director’s relationship with Current Affiliations, and nothing in this Agreement is intended to be or will be construed to inhibit or limit any of the Director’s obligations to Current Affiliations. The Director represents that nothing in this Agreement conflicts with the Director’s obligations to Current Affiliations. A business entity shall be deemed to be “competitive with the Company” for purpose of this Article IV only if and to the extent it engages in the business substantially similar to the Company’s business. If the Director undertakes any duty, investment or other obligation that may present a conflict of interest

prohibited under this Section 4.1, the Director shall inform the Board in advance. If the Board decides such proposed new obligation would present an actual conflict of interest prohibited hereunder and the Director still undertakes the new obligation, the Board shall have the right to remove the Director from the Board.

IV.2 Noninterference with Business. During the Term of this Agreement, and for a period of one (1) year after the Expiration Date, the Director agrees not to interfere with the business of the Company in any manner. By way of example and not of limitation, the Director agrees not to solicit or induce any employee, independent contractor, customer, supplier or business partner of the Company to terminate or breach his/her/its employment, contractual or other relationship with the Company.

V. TERM AND TERMINATION

V.1 Term. This Agreement is effective as of the Effective Date as provided for in Section 1.1 above and will continue until the Expiration Date (the "Term").

V.2 Termination. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party, or such shorter period as the parties may agree upon.

V.3 Dismissal for Cause. The Company retains the right to terminate services without any prior notice or payment in lieu of notice, in the event of any misrepresentation, misconduct, violation of discipline, criminal offence, illegal action, breach of Company policy or any activities amounting to moral turpitude or jeopardizing the interests of the Company, in each case to be judged on the merits in good faith by the Company.

V.4 Survival. The rights and obligations contained in Articles III and IV will survive any termination or expiration of this Agreement.

VI. MISCELLANEOUS

VI.1 Assignment. Except as expressly permitted by this Agreement, neither party shall assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

VI.2 No Waiver. The failure of any party to insist upon the strict observance and performance of the terms of this Agreement shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms.

VI.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth on the signature page of this Agreement or such other address as either party may specify in writing.

VI.4 Governing Law. This Agreement shall be governed in all respects by the laws of the Singapore without regard to conflicts of law principles thereof.

VI.5 Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

VI.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all Director Services undertaken by the Director for the Company.

VI.7 Amendments. This Agreement may only be amended, modified or changed by an agreement signed by the Company and the Director. The terms contained herein may not be altered, supplemented or interpreted by any course of dealing or practices.

VI.8 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

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

Director: Eduardo Huerta-Mercado Herrera

GENIUS GROUP

Firmado por:
Eduardo Huerta-Mercado Herrera
A1DC516F4E4248E...

DocuSigned by:
Roger Hamilton
25E8FE9140A14F8...

Name: Roger James Hamilton
Title: CEO

[Signature Page to Director Agreement]

EXHIBIT A

Compensation to Director

The compensation consists of (i) US\$5,000 in cash per month , effective as of the Effective Date and to be paid quarterly in arrears by the Company, (ii) 50,000 shares granted annually with 1st grant on the Effective Date. Shares are granted at FMV at share closing price at last trading date prior to the grant. Shares are vested quarterly over 2 years following each grant date. Vesting of shares granted is conditioned on the continued service as a director on the board of the Company. If you cease to serve as a director on the board, your right to any unvested options will terminate immediately.

The compensation will be reviewed and may be amended as determined in accordance with the constitutional documents of the Company from time to time.

Initial


DS


EXHIBIT B

Director's Current Affiliations

Initial DS
RH

DIRECTOR AGREEMENT

This Director Agreement (the “Agreement”) is made and entered into as of October 12th, 2024, by and between Genius Group, Singaporean company (the “Company”), and Thomas Power (Passport No.: 1449979460) (the “Director”).

I. SERVICES

1.1 Board of Directors. The Director is appointed to serve as a director of the Company’s Board of Directors (the “Board”), effective as of October 12th 2024 (the “Effective Date”), until the earlier of (i) the date on which the Director ceases to be a member of the Board for any reason or (ii) the date of termination of this Agreement in accordance with Section 5.2 hereof (such earlier date being the “Expiration Date”). The Board shall consist of the Director and such other members as are nominated and elected pursuant to the then-current Memorandum and Articles of Association of the Company (the “Memorandum and Articles”).

1.2 Director Services. The Director’s services to the Company hereunder shall include service on the Board and service on the Audit and compliance committees of the Board in accordance with applicable law and stock exchange rules as well as the Memorandum and Articles, and such other services mutually agreed to by the Director and the Company (the “Director Services”).

II. COMPENSATION

2.1 Expense Reimbursement. The Company shall reimburse the Director for all reasonable travel and other out-of-pocket expenses incurred in connection with the Director Services rendered by the Director.

2.2 Compensation to Director. The Director shall receive from the Company compensation pursuant to Exhibit A hereto.

2.3 Director and Officer Liability Insurance. The Company shall maintain a customary director and officer liability insurance policy to insure the Director against any losses incurred in lawsuits or other legal proceedings brought against the Director in connection with the Director Services.

III. DUTIES OF DIRECTOR

3.1 Fiduciary Duties. In fulfilling his/her managerial responsibilities, the Director shall be charged with a fiduciary duty to the Company. The Director shall be attentive and inform himself/herself of all material facts regarding a decision before taking action. In addition, the Director’s actions shall be motivated solely by the best interests of the Company.

3.2 Confidentiality. During the Term of this Agreement, and for a period of one (1) year after the Expiration Date, the Director shall maintain in strict confidence all information he/she has obtained or shall obtain from the Company that the Company has designated as “confidential” or that is by its nature confidential, relating to the Company’s business, operations, properties, assets, services, condition (financial or otherwise), liabilities, employee relations, customers (including customer usage statistics), suppliers, prospects, technology, or trade secrets, except to the extent such information (i) is in the public domain through no act or omission of the Director, (ii) is required to be disclosed by law or a valid order by a court or other governmental body, or (iii) is independently learned by the Director outside of his/her relationship with the Company and its affiliates (the “Confidential Information”).

3.3 Nondisclosure and Nonuse Obligations. The Director will use the Confidential Information solely to perform the Director Services for the benefit of the Company. The Director will treat all Confidential Information of the Company with the same degree of care as the Director treats his/her own Confidential Information, and the Director will use his/her best efforts to protect the Confidential Information. The Director will not use the Confidential Information for his/her own benefit or the benefit of any other person or entity, except as may be specifically permitted in this Agreement. The Director will immediately give notice to the Company of any unauthorized use or disclosure by or through him/her, or of which he/she becomes aware, of the Confidential Information. The Director agrees to assist the Company in remedying any such unauthorized use or disclosure of the Confidential Information.

3.4 Return of the Company Property. All materials furnished to the Director by the Company, whether delivered to the Director by the Company or made by the Director in the performance of Director Services under this Agreement (the “Company Property”), are the sole and exclusive property of the Company. The Director agrees to promptly deliver the original and any copies of the Company Property to the Company at any time upon the Company’s request. Upon termination of this Agreement by either party for any reason, the Director agrees to promptly deliver to the Company or destroy, at the Company’s option, the original and any copies of the Company Property. The Director agrees to certify in writing that the Director has so returned or destroyed all such Company Property.

IV. COVENANTS OF DIRECTOR

4.1 No Conflict of Interest. During the Term of this Agreement, the Director shall not be employed by, own, manage, control or participate in the ownership, management, operation or control of any business entity that is competitive with the Company or otherwise undertake any obligation inconsistent with the terms hereof, provided that Director may continue the Director’s current affiliation or other current relationships with the entity or entities described on Exhibit B (all of which entities are referred to collectively as “Current Affiliations”). This Agreement is subject to the current terms and agreements governing the Director’s relationship with Current Affiliations, and nothing in this Agreement is intended to be or will be construed to inhibit or limit any of the Director’s obligations to Current Affiliations. The Director represents that nothing in this Agreement conflicts with the Director’s obligations to Current Affiliations. A business entity shall be deemed to be “competitive with the Company” for purpose of this Article IV only if and to the extent it engages in the business substantially similar to the Company’s business. If the Director undertakes any duty, investment or other obligation that may present a



conflict of interest prohibited under this Section 4.1, the Director shall inform the Board in advance. If the Board decides such proposed new obligation would present an actual conflict of interest prohibited hereunder and the Director still undertakes the new obligation, the Board shall have the right to remove the Director from the Board.

4.2 Noninterference with Business. During the Term of this Agreement, and for a period of one (1) year after the Expiration Date, the Director agrees not to interfere with the business of the Company in any manner. By way of example and not of limitation, the Director agrees not to solicit or induce any employee, independent contractor, customer, supplier or business partner of the Company to terminate or breach his/her/its employment, contractual or other relationship with the Company.

V. TERM AND TERMINATION

5.1 Term. This Agreement is effective as of the Effective Date as provided for in Section 1.1 above and will continue until the Expiration Date (the "Term").

5.2 Termination. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party, or such shorter period as the parties may agree upon.

5.3 Dismissal for Cause. The Company retains the right to terminate services without any prior notice or payment in lieu of notice, in the event of any misrepresentation, misconduct, violation of discipline, criminal offence, illegal action, breach of Company policy or any activities amounting to moral turpitude or jeopardizing the interests of the Company, in each case to be judged on the merits in good faith by the Company.

5.4 Survival. The rights and obligations contained in Articles III and IV will survive any termination or expiration of this Agreement.

VI. MISCELLANEOUS

6.1 Assignment. Except as expressly permitted by this Agreement, neither party shall assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

6.2 No Waiver. The failure of any party to insist upon the strict observance and performance of the terms of this Agreement shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms.

6.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth on the signature page of this Agreement or such other address as either party may specify in writing.

6.4 Governing Law. This Agreement shall be governed in all respects by the laws of the Singapore without regard to conflicts of law principles thereof.

6.5 Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all Director Services undertaken by the Director for the Company.

6.7 Amendments. This Agreement may only be amended, modified or changed by an agreement signed by the Company and the Director. The terms contained herein may not be altered, supplemented or interpreted by any course of dealing or practices.

6.8 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

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

Director: Thomas Power

GENIUS GROUP

DocuSigned by:
Thomas Power
13013B63FF8149C...

DocuSigned by:
Roger Hamilton
25E8FE9140A14F8...

Name: Roger James Hamilton
Title: CEO

The image shows a handwritten signature in black ink, which appears to be 'RH'. The signature is enclosed within a rectangular box that has 'DS' (DocuSign) markers at the top corners, indicating it is a digital signature.

EXHIBIT A

Compensation to Director

The compensation consists of (i) US\$5,000 in cash per month, effective as of the Effective Date and to be paid quarterly in arrears by the Company, (ii) 50,000 shares granted annually with 1st grant on the Effective Date. Shares are granted at FMV at share closing price at last trading date prior to the grant. Shares are vested quarterly over 2 years following each grant date. Vesting of shares granted is conditioned on the continued service as a director on the board of the Company. If you cease to serve as a director on the board, your right to any unvested options will terminate immediately.

The compensation will be reviewed and may be amended as determined in accordance with the constitutional documents of the Company from time to time.



EXHIBIT B

Director's Current Affiliations

^{DS}

^{DS}

DIRECTOR AGREEMENT

This Director Agreement (the “Agreement”) is made and entered into as of October 12th, 2024, by and between Genius Group, Singaporean company (the “Company”), and Gary Pattison (Passport No.: M00449380) (the “Director”).

I. SERVICES

1.1 Board of Directors. The Director is appointed to serve as a director of the Company’s Board of Directors (the “Board”), effective as of October 12th 2024 (the “Effective Date”), until the earlier of (i) the date on which the Director ceases to be a member of the Board for any reason or (ii) the date of termination of this Agreement in accordance with Section 5.2 hereof (such earlier date being the “Expiration Date”). The Board shall consist of the Director and such other members as are nominated and elected pursuant to the then-current Memorandum and Articles of Association of the Company (the “Memorandum and Articles”).

1.2 Director Services. The Director’s services to the Company hereunder shall include service on the Board and service on the Audit and compliance committees of the Board in accordance with applicable law and stock exchange rules as well as the Memorandum and Articles, and such other services mutually agreed to by the Director and the Company (the “Director Services”).

II. COMPENSATION

2.1 Expense Reimbursement. The Company shall reimburse the Director for all reasonable travel and other out-of-pocket expenses incurred in connection with the Director Services rendered by the Director.

2.2 Compensation to Director. The Director shall receive from the Company compensation pursuant to Exhibit A hereto.

2.3 Director and Officer Liability Insurance. The Company shall maintain a customary director and officer liability insurance policy to insure the Director against any losses incurred in lawsuits or other legal proceedings brought against the Director in connection with the Director Services.

III. DUTIES OF DIRECTOR

3.1 Fiduciary Duties. In fulfilling his/her managerial responsibilities, the Director shall be charged with a fiduciary duty to the Company. The Director shall be attentive and inform himself/herself of all material facts regarding a decision before taking action. In addition, the Director’s actions shall be motivated solely by the best interests of the Company.

3.2 Confidentiality. During the Term of this Agreement, and for a period of one (1) year after the Expiration Date, the Director shall maintain in strict confidence all information he/she has obtained or shall obtain from the Company that the Company has designated as “confidential” or that is by its nature confidential, relating to the Company’s business, operations, properties, assets, services, condition (financial or otherwise), liabilities, employee relations, customers (including customer usage statistics), suppliers, prospects, technology, or trade secrets, except to the extent such information (i) is in the public domain through no act or omission of the Director, (ii) is required to be disclosed by law or a valid order by a court or other governmental body, or (iii) is independently learned by the Director outside of his/her relationship with the Company and its affiliates (the “Confidential Information”).

3.3 Nondisclosure and Nonuse Obligations. The Director will use the Confidential Information solely to perform the Director Services for the benefit of the Company. The Director will treat all Confidential Information of the Company with the same degree of care as the Director treats his/her own Confidential Information, and the Director will use his/her best efforts to protect the Confidential Information. The Director will not use the Confidential Information for his/her own benefit or the benefit of any other person or entity, except as may be specifically permitted in this Agreement. The Director will immediately give notice to the Company of any unauthorized use or disclosure by or through him/her, or of which he/she becomes aware, of the Confidential Information. The Director agrees to assist the Company in remedying any such unauthorized use or disclosure of the Confidential Information.

3.4 Return of the Company Property. All materials furnished to the Director by the Company, whether delivered to the Director by the Company or made by the Director in the performance of Director Services under this Agreement (the “Company Property”), are the sole and exclusive property of the Company. The Director agrees to promptly deliver the original and any copies of the Company Property to the Company at any time upon the Company’s request. Upon termination of this Agreement by either party for any reason, the Director agrees to promptly deliver to the Company or destroy, at the Company’s option, the original and any copies of the Company Property. The Director agrees to certify in writing that the Director has so returned or destroyed all such Company Property.

IV. COVENANTS OF DIRECTOR

4.1 No Conflict of Interest. During the Term of this Agreement, the Director shall not be employed by, own, manage, control or participate in the ownership, management, operation or control of any business entity that is competitive with the Company or otherwise undertake any obligation inconsistent with the terms hereof, provided that Director may continue the Director’s current affiliation or other current relationships with the entity or entities described on Exhibit B (all of which entities are referred to collectively as “Current Affiliations”). This Agreement is subject to the current terms and agreements governing the Director’s relationship with Current Affiliations, and nothing in this Agreement is intended to be or will be construed to inhibit or limit any of the Director’s obligations to Current Affiliations. The Director represents that nothing in this Agreement conflicts with the Director’s obligations to Current Affiliations. A business entity shall be deemed to be “competitive with the Company” for purpose of this Article IV only if and to the extent it engages in the business substantially similar to the Company’s business. If the Director undertakes any duty, investment or other obligation that may present a

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conflict of interest prohibited under this Section 4.1, the Director shall inform the Board in advance. If the Board decides such proposed new obligation would present an actual conflict of interest prohibited hereunder and the Director still undertakes the new obligation, the Board shall have the right to remove the Director from the Board.

4.2 Noninterference with Business. During the Term of this Agreement, and for a period of one (1) year after the Expiration Date, the Director agrees not to interfere with the business of the Company in any manner. By way of example and not of limitation, the Director agrees not to solicit or induce any employee, independent contractor, customer, supplier or business partner of the Company to terminate or breach his/her/its employment, contractual or other relationship with the Company.

V. TERM AND TERMINATION

5.1 Term. This Agreement is effective as of the Effective Date as provided for in Section 1.1 above and will continue until the Expiration Date (the “Term”).

5.2 Termination. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party, or such shorter period as the parties may agree upon.

5.3 Dismissal for Cause. The Company retains the right to terminate services without any prior notice or payment in lieu of notice, in the event of any misrepresentation, misconduct, violation of discipline, criminal offence, illegal action, breach of Company policy or any activities amounting to moral turpitude or jeopardizing the interests of the Company, in each case to be judged on the merits in good faith by the Company.

5.4 Survival. The rights and obligations contained in Articles III and IV will survive any termination or expiration of this Agreement.

VI. MISCELLANEOUS

6.1 Assignment. Except as expressly permitted by this Agreement, neither party shall assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

6.2 No Waiver. The failure of any party to insist upon the strict observance and performance of the terms of this Agreement shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms.

6.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth on the signature page of this Agreement or such other address as either party may specify in writing.

6.4 Governing Law. This Agreement shall be governed in all respects by the laws of the Singapore without regard to conflicts of law principles thereof.

6.5 Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all Director Services undertaken by the Director for the Company.

6.7 Amendments. This Agreement may only be amended, modified or changed by an agreement signed by the Company and the Director. The terms contained herein may not be altered, supplemented or interpreted by any course of dealing or practices.

6.8 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

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

Director: Gary Pattison

GENIUS GROUP

Signed by:
Gary Pattison
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DocuSigned by:
Roger Hamilton
25E8FE9140A14F8...

Name: Roger James Hamilton
Title: CEO

[Signature Page to Director Agreement]

EXHIBIT A

Compensation to Director

The compensation consists of (i) US\$5,000 in cash per month, effective as of the Effective Date and to be paid quarterly in arrears by the Company, (ii) 50,000 shares granted annually with 1st grant on the Effective Date. Shares are granted at FMV at share closing price at last trading date prior to the grant. Shares are vested quarterly over 2 years following each grant date. Vesting of shares granted is conditioned on the continued service as a director on the board of the Company. If you cease to serve as a director on the board, your right to any unvested options will terminate immediately.

The compensation will be reviewed and may be amended as determined in accordance with the constitutional documents of the Company from time to time.

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EXHIBIT B

Director's Current Affiliations

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