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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934
Date of report (Date of earliest event reported): August 19, 2026

DLH Holdings Corp.

(Exact name of Registrant as Specified in its Charter)

New Jersey	0-18492	22-1899798
(State or Other Jurisdiction of Incorporation	(Commission File Number)	(I.R.S. Employer Identification No.)

3565 Piedmont Road, NE, Building 3, Suite 700
Atlanta, GA 30305
(Address of Principal Executive Offices, and Zip Code)

(770) 554-3545
Registrant's telephone number, Including Area Code

(Former Name or Former Address, if Changed Since Last Report)

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	DLHC	Nasdaq Capital Market

CHECK THE APPROPRIATE BOX BELOW IF THE FORM 8-K FILING IS INTENDED TO SIMULTANEOUSLY SATISFY THE FILING OBLIGATION OF THE REGISTRANT UNDER ANY OF THE FOLLOWING PROVISIONS:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). 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

In a Current Report on Form 8-K filed on July 6, 2026 by DLH Holdings Corp. (the "Company"), the Company reported that Zachary C. Parker notified the Company of his decision to resign as its President and Chief Executive Officer effective June 30, 2026. In such report, the Company also disclosed that it expected to enter into a separation agreement with Mr. Parker as well as an advisory agreement and a separate consulting agreement with Mr. Parker pursuant to which he will provide transition services and consulting services to the Company.

On August 19, 2026, the Company entered into (i) a Separation Agreement and General Release with Mr. Parker (the "Separation Agreement"), (ii) an Advisory Services Agreement with Z Parker Enterprises LLC and Mr. Parker (the "Advisory Agreement"), and (iii) a Consulting Services Agreement with Mr. Parker (the "Consulting Agreement"), each described below.

Separation Agreement and General Release

In accordance with the Separation Agreement, Mr. Parker's employment and all officer and employee positions with the Company ended effective June 30, 2026. Pursuant to the Separation Agreement, Mr. Parker agreed to enter into both the Advisory Agreement, pursuant to which he would provide transition and support services to the Company until the end of its 2026 fiscal year, and to the Consulting Agreement, pursuant to which he would thereafter provide consulting services to the Company.

Under the Separation Agreement, Mr. Parker will be entitled to receive the following benefits, subject to his non-revocation of a general release of claims in favor of the Company included in the Separation Agreement and continued compliance with the Separation Agreement (including the restrictive covenants contained therein): (i) accrued benefits, including all earned but unpaid wages, accrued but unused earned paid time off, and unpaid business expenses; (ii) COBRA continuation benefits for up to 18 months; (iii) the continued exercisability of that certain Employee Stock Option granted on November 29, 2017 until its stated expiration date if the Consulting Agreement remains in force until its expiration date or is terminated without cause; and (iv) the unvested time-based Restricted Stock Units held by Mr. Parker as of the effective date of the Separation Agreement shall remain outstanding and eligible to vest in accordance with their stated terms for the duration of the Consulting Agreement or if the Consulting Agreement is terminated without cause.

In addition, the Separation Agreement provides that Mr. Parker shall continue to serve as a non-employee member of the Company's board of directors through the remainder of his current term and will be entitled to receive cash and equity compensation otherwise payable to non-employee Board members. In addition, pursuant to the Separation Agreement, Mr. Parker provided the Company and certain related parties with a general release of claims.

The foregoing summary of the Separation Agreement is qualified in its entirety by the full text of the Separation Agreement, filed as Exhibit 10.1 and incorporated herein by reference.

Advisory Services Agreement

Pursuant to the Advisory Agreement, dated August 19, 2026 and effective July 1, 2026, the Company engaged Z Parker Enterprises LLC, an entity controlled by Mr. Parker, and Mr. Parker individually, to provide transition advisory services, to be personally performed by Mr. Parker. The services include supporting the transition of executive leadership, advising the Company's new Chief Executive Officer and the Board on operations, customer relationships and business initiatives, and assisting with the transfer of institutional knowledge, as reasonably requested by the Chief Executive Officer or the Board. The term of the Advisory Agreement commenced July 1, 2026 and continues through September 30, 2026, unless earlier terminated. As consideration, the Company agreed to pay Z Parker Enterprises LLC an aggregate cash fee of $187,550 in three equal monthly installments during the term. Mr. Parker is engaged as an independent contractor and not as an employee of the Company. The foregoing summary of the Advisory Agreement is qualified in its entirety by the full text of the Advisory Agreement, filed as Exhibit 10.2 and incorporated herein by reference.

Consulting Services Agreement

Pursuant to the Consulting Agreement, the Company engaged Mr. Parker to provide consulting services effective October 1, 2026. The Consulting Agreement has an initial term through September 30, 2027, unless earlier terminated or extended by mutual written agreement. The engagement is as an independent contractor, not as an employee of the Company. The services to be provided by Mr. Parker include advising and supporting the Chief Executive Officer on the Company's strategic direction, technology evolution and growth, engagement with government stakeholders, and other matters reasonably requested by the Chief Executive Officer.

As consideration for the consulting services, the Company agreed to grant Mr. Parker (i) 142,857 restricted stock units valued at $750,000 based on the Company's common stock as of June 30, 2026 (the "RSUs"), and (ii) 19,047 performance-based restricted stock units valued at $100,000 based on the Company's common stock as of June 30, 2026 (the "PSUs"), each granted under the Company's 2025 Equity Incentive Plan, as amended. The RSUs will vest in two equal installments on October 1, 2026 and September 30, 2027. The PSUs will vest only upon the satisfaction of the performance goal described in the Consulting Agreement. The Consulting Agreement also provides for the accelerated vesting of unvested RSUs in the event the Consulting Agreement is terminated without cause or in connection with a change in control. In addition, the Consulting Agreement also provides that if the Company's closing stock price on either of the RSU vesting dates is below a $5.25 reference price, the Company must pay Mr. Parker, in addition to delivering the underlying shares, cash equal to the difference between the reference price and the closing stock price on such vesting date, multiplied by the number of shares vesting on that date.

The foregoing summary is qualified in its entirety by the full text of the Consulting Agreement, filed as Exhibit 10.3 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

The following exhibit is attached to this Current Report on Form 8-K:

Exhibit Number	Exhibit Title or Description
10.1	Separation Agreement and General Release by and between DLH Holdings Corp. and Zachary C. Parker.
10.2	Advisory Services Agreement, dated August 19, 2026, by and among DLH Holdings Corp., Z Parker Enterprises LLC and Zachary C. Parker.
10.3†	Consulting Services Agreement, dated August 19, 2026, by and between DLH Holdings Corp. and Zachary C. Parker.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)
†	Certain information has been omitted pursuant to Items 601(b)(10)(iv) of Regulation S-K. The registrant hereby undertakes to furnish supplementally a copy of such omitted information to the U.S. Securities and Exchange Commission upon request; provided, however, that it may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any schedules or exhibits so furnished.

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.

DLH Holdings Corp.

By: /s/ Steven V. Oroho, Jr.

Name: Steven V. Oroho, Jr.

Title: Chief Financial Officer

Date: August 25, 2026

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (the "Agreement") is made as of July 1, 2026 by and between DLH Holdings Corp., its subsidiaries, affiliates, divisions and each of their respective successors and assigns ("DLH" or the "Company") and by the employee of his own free will, Zachary C. Parker ("Employee"). This Agreement will be effective on the "Effective Date", which term shall have the meaning ascribed to it as set forth in Section 25(c), below.

WHEREAS, Employee was employed by the Company as its Chief Executive Officer and President pursuant to an Executive Employment Agreement, dated September 26, 2025, between the Company and Employee (the "Employment Agreement");

WHEREAS, Employee's employment as the Company's Chief Executive Officer and President and any and all other officer or employee roles with the Company ceased on the date set forth in Section 1, below;

WHEREAS, the Parties desire for Employee to provide certain transition support services to the Company pursuant to the terms of an advisory agreement to be entered into between the Company and the Employee or an entity controlled by him pursuant to which he will provide such support service and which shall be deemed to come into force upon the Separation Date, as defined below (the "Advisory Agreement"), reporting to the new chief executive officer of the Company for the time period set forth in such Advisory Agreement; and

WHEREAS, the Parties desire for Employee to provide certain consulting services to the Company pursuant to the terms of a consulting agreement which shall come into force upon the expiration of the Advisory Agreement (the "Consulting Agreement"), reporting to the incoming chief executive officer of the Company for the time period set forth in such Consulting Agreement; and

WHEREAS, the Parties wish to resolve all matters that Employee may have related to Employee's employment, transition, and the cessation of Employee's employment.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, Employee and the Company (who hereinafter collectively may be referred to as the "Parties"), intending to be legally bound, hereby agree as follows:

1. Separation of Employment Relationship.

(a) Employee acknowledges and agrees that effective on June 30, 2026 (the "Separation Date"), Employee's employment with the Company and all of its subsidiaries and affiliated entities ceased. Effective as of the Separation Date, Employee has resigned from all positions and offices of employment with the Company and all positions, offices and directorships or comparable roles with the Company's subsidiaries and affiliated entities. Employee acknowledges and agrees that as of the Separation Date, the Employment Agreement terminated in all respects by the mutual agreement of both parties except for those provisions that expressly survive termination. Following the Separation Date, Employee shall not be, or represent that Employee is, an employee of the Company or any of the other Releasees (as defined below).

(b) Commencing as of the Separation Date, Employee will begin providing transition and support services to the Company and the incoming chief executive officer of the Company pursuant to the terms of the Advisory Agreement. In addition, Employee will provide reasonable cooperation, whether before, on or after the Separation Date, in completing any action necessary to fully implement Employee's separation of employment from the Company, including the execution of any documentation necessary to effectuate removal from and/or the transfer of any position held as an employee of the Company and any of its subsidiaries and affiliated entities. Employee will not engage in any conduct that is disloyal to the Company or damaging to the Company's finances, operations, relationships or reputation. The term of the Advisory Agreement shall continue to the close of business on September 30, 2026, unless terminated earlier.

(c) Provided Employee does not revoke his execution of this Agreement during the Revocation Period, commencing as of October 1, 2026, Employee will begin providing consulting and related support services to the Company and the chief executive officer of the Company pursuant to the terms and conditions of the Consulting Agreement.

(d) Employee shall remain as a non-employee member of the Board of Directors of the Company for the balance of his current term, but will be deemed to have automatically tendered his resignation as a member of the board of directors and/or board of managers of each of the Company's subsidiaries as of the Separation Date. Commencing on July 1, 2026 and during his service as non-employee member of the Board, Employee shall be entitled to such cash and equity compensation otherwise payable to non-employee Board members in connection with their service on the Board.

2. Separation Payments. Following the Separation Date the Company shall timely pay to Employee, minus applicable withholdings and authorized or required deductions: (i) all earned but unpaid wages and accrued but unused paid time off earned in accordance with applicable law and Company policy, in each case, through the Separation Date, (ii) any unpaid business expenses or other reimbursements due to Employee in accordance with the Company's expense reimbursement policy and (iii) any unpaid health benefits due to Employee in accordance with the Company's health benefit program (collectively, the "Accrued Benefits"). On or after the Effective Date, as defined below, and in consideration for Employee's execution of and compliance with this Agreement, including the release of claims against the Company, and in consideration of Employee's further representations, promises and covenants, in accordance with the terms and condition of this Agreement, Employee shall receive the following payments and benefits:

a. If Employee signs this Agreement within the time period specified herein and does not revoke this Agreement during the Revocation Period (as defined below), then the Company shall enter into the Advisory Agreement and the Consulting Agreement with Employee and/or an entity controlled by him, and make the payments and provide the other compensation thereunder during the terms thereof.

b. "Continuation Benefits" as defined in Section 1.4 of the Employment Agreement, in accordance with and to the extent required by Section 1.4 of the Employment Agreement and as permitted by plan documents and applicable law. Provided Employee timely elects continuation coverage under COBRA for himself, and if applicable his dependents, the Company will pay his COBRA premiums for the period of time specified in the Employment Agreement or until he obtains other coverage, whichever is sooner. Furthermore, any other Continuation Benefits will be reduced and/or eliminated to the extent that Employee obtains them in subsequent employment. Employee will promptly notify the Company if and when Employee obtains other employment and/or becomes eligible for employee benefits that are of the same or similar to the Continuation Benefits.

c. Provided Employee does not revoke his execution of this Agreement during the Revocation Period, then notwithstanding Employee's separation from employment, that certain Employee Stock Option granted to Employee on November 29, 2017 (the "Option") shall remain outstanding and exercisable in accordance with its stated terms for the duration of the Consulting Agreement; provided, that upon the expiration of the Consulting Agreement at the end of its term or in the event the Consulting Agreement is terminated without Cause (as defined under the 2016 Omnibus Equity Incentive Plan, as amended), the Option shall remain outstanding and exercisable until the stated expiration date of such Option. Further, provided Employee does not revoke his execution of this Agreement during the Revocation Period, then the unvested time-based Restricted Stock Units held by Employee as of the Effective Date shall remain outstanding and eligible to vest in accordance with their stated terms for the duration of the Consulting Agreement, and that Employee's service under the Advisory Agreement and Consulting Agreement shall be deemed a continuation of service under such Restricted Stock Units for the purposes of the Company's 2016 Omnibus Equity Incentive Plan, as amended; the 2025 Equity Incentive Plan, as amended; and the award agreements issued to Employee thereunder. Accordingly, such time-based Restricted Stock Units are hereby deemed amended to provide that (i) the definition of "Involuntary Termination Without Cause" shall include the termination of the Consulting Agreement without Cause (as the term “Cause” is defined under the 2025 Equity Incentive Plan) and (ii) such Restricted Stock Units shall become immediately earned and vested as of the date of the termination of the Consulting Agreement without Cause. Employee and Company agree that the following time-based Restricted Stock Units are currently outstanding: Restricted Stock Units granted December 15, 2023 and December 20, 2024. For the purposes of clarity, Employee acknowledges and agrees that those certain Performance Restricted Stock Units granted on December 15, 2023, December 20, 2024 and December 17, 2025 expired effective on the Separation Date.

3. No Other Compensation and Benefits.

a. Employee acknowledges that the Accrued Benefits described in Section 2 above shall constitute full and complete satisfaction of any and all compensation and benefit amounts properly due and owing to Employee as a result of employee’s employment with the Company prior to the Separation Date and the end of employment as of such date; and that the amounts described under Section 2 above represents consideration greater than that to which Employee would be entitled if his employment terminated in the absence of this Agreement.

b. Employee acknowledges and agrees: (a) the Accrued Benefits are in full discharge of any and all liabilities and obligations the Releasees have to Employee, monetarily or otherwise, with respect to Employee’s employment, other than any continuing or vested rights Employee may have, if any, under the Company’s 401(k) Plan, as set forth in the books and records of such 401(k) Plan (the “Vested 401(k) Benefits”); and (b) the other consideration provided in Section 2 above exceeds any payment or other compensation or benefit to which Employee might otherwise be entitled. Except with respect to the Vested 401(k) Benefits and the Accrued Benefits, which the Company will timely pay following the Separation Date, Employee specifically acknowledges and agrees that the Company and the Releasees have paid to Employee all of the pay, wages, commissions, overtime, premiums, vacation, notice pay, separation pay, sick pay, leave pay, paid time off, holiday pay, equity, phantom equity, carried interest, distributions, allocations, royalties, bonuses, deferred compensation, and other forms of compensation, reimbursements, benefits, perquisites, or payments of any kind or nature whatsoever to which Employee was or may have been entitled (collectively, “Compensation”), and that the Company and the Releasees do not owe Employee any other Compensation, other than as explicitly provided in this Agreement. For the avoidance of doubt and notwithstanding anything to the contrary, (i) the foregoing provisions of this Agreement are not intended to result in any duplication of any payments or benefits to Employee; and (ii) any opportunity that Employee has to receive any other incentive compensation or bonus payment shall cease immediately as of the Separation Date, except with respect to the time-based Restricted Stock Units addressed in Section 2.c hereof.

c. **Clawback.** Employee acknowledges and agrees that the provisions Section 4.7 of the Employment Agreement captioned “Clawback” shall survive the termination of his employment and the Employment Agreement and that the Company shall continue to have any and all rights to enforce the provisions of such paragraph against Employee as set forth therein. Employee further agrees that if the Company is required to recover any incentive or other compensation pursuant to the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, any regulations promulgated thereunder, or any other laws or regulations (including rules and regulations adopted by the securities exchange on which the Company’s common stock is listed) that may apply to the Company or Employee whether in effect now or in the future, the Company shall be entitled to cease any payments hereunder and apply such payments toward any such recovery.

4. No Admissions. Employee understands that neither this Agreement (nor anything contained herein) nor the making of this Agreement is intended, and shall not be construed as, an admission that the Company or any of the Released Parties (as defined below) have violated any federal, state or local law (statutory, decisional or common law), or any ordinance or regulation, or has committed any wrong whatsoever with respect to the Employee, including, but not limited to, breach of any contract, actual or implied). Employee acknowledges and represents that: (a) Employee has no known workplace injuries or occupational diseases; (b) to the best of

Employee's knowledge, Employee is unaware of the existence of any claim(s) that have not been asserted in writing against any Releasee (whether by Employee or any other individual or entity); (c) Employee has not asserted any claims(s) against any Releasee, and this Agreement is not offered for purposes of resolving any claim(s) that have been asserted; (d) to the best of Employee's knowledge, neither Employee nor any other employee or other party has violated any policy or procedure applicable to the Releasees during the course of Employee's employment; and (e) to the best of Employee's knowledge, neither Employee nor any other employee or other party has violated any law or regulation applicable to the Releasees during the course of Employee's employment.

5. **Acknowledgment.** In consideration for Employee's entering into this Agreement, including, without limitation, Employee's agreement and execution and delivery to the Company of the general release as contemplated by Section 12 of this Agreement (the "General Release") and Employee's compliance with the terms and conditions hereof, Employee shall be entitled to receive the payments and benefits described in Section 2 of this Agreement, subject to Employee not revoking (or attempting to revoke) the General Release before the expiration of the seven-day revocation period described herein. Furthermore, except as provided in this Agreement, to the fullest extent permitted by applicable law, Employee gives up Employee's right to individual monetary relief in connection with any administrative or court proceeding with respect to any claim that has been waived herein, arising out of Employee's employment with the Company or change in employment position or status and if Employee is awarded or accepts money damages, Employee will assign to the Company any right and interest to such money damages.

6. **Arbitration.** The Parties specifically and knowingly and voluntarily agree to arbitrate any controversy, dispute or claim which has arisen or could arise in connection with Employee's employment or in any way related to this Agreement. The Parties agree to arbitrate any and all such matters before a single arbitrator in the State of Maryland in accordance with the Employment Rules of the American Arbitration Association then in effect. The arbitrator shall be selected by the Parties and shall be an attorney-at-law experienced in the field of corporate and employment law and admitted to practice in the State of Maryland. In the course of any arbitration pursuant to this Agreement, Employee and the Company agree (i) to request that a written award be issued by the arbitrator, and (ii) that each side is entitled to receive any and all relief it would be entitled to receive in a court proceeding pursuant to Maryland law. The Parties knowingly and voluntarily agree to enter into this arbitration clause and, except as provided elsewhere herein, waive any rights that might otherwise exist to request a jury trial or other court proceeding. This paragraph is intended to be both a post-dispute and pre-dispute arbitration clause. Any judgment upon any arbitration award may be entered in any court, federal or state, having competent jurisdiction of the parties. The Parties' agreement to arbitrate disputes includes, but is not limited to, any claims of unlawful discrimination, harassment or retaliation under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act 1967, as amended, the Americans with Disabilities Act, or any other federal, state or local law relating to discrimination, harassment or retaliation in employment and any claims relating to wage and hour claims and any other statutory or common law claims.

7. **Injunctive Relief.** Notwithstanding anything to the contrary in this Agreement, Employee acknowledges and agrees that any breach by Employee (or threat thereof) of the non-disparagement, confidentiality, non-competition, or cooperation obligations (as provided by Paragraphs 8 – 11 of this Agreement) will cause the Company irreparable injury not fully compensable by money damages and therefore, the Company will not have an adequate remedy at law and accordingly, the Company may institute an action or proceeding in any court having competent jurisdiction to enforce such obligations, and the Company shall be entitled to injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual. In any action brought by the Company for an injunction in aid of arbitration, to compel arbitration or to enforce any arbitration award, Employee consents to exclusive jurisdiction and venue in the federal and state courts in, at the election of the Company, (a) the State of Maryland; and/or (b) any state and county in which the Company contends that Employee has breached or is threatening to breach any agreement with or duty to the Company.

8. **Confidentiality.**

a. "Confidential Information" means information that is sensitive and proprietary to the Company which is possessed by or developed for the Company and which relates to the Company's existing or potential business or business methods, which information is generally not known to the public and which information the Company seeks to protect from disclosure to its existing or potential competitors or others, including, without limitation, sensitive business information, business plans, market strategies, existing or proposed bids, pricing information, data compilations, financial or business projections, marketing plans, training information and materials, sensitive information provided by clients about their businesses, client work files, client and prospective client lists containing information about clients, client contracts and contract information, information regarding key employees, and company databases. Confidential Information also includes information received by the Company from others which the Company has an obligation to treat as confidential, including all non-public information obtained in connection with client engagements. As used herein, "Confidential Information" shall include all "Proprietary Information" as defined in the Employment Agreement.

b. Employee agrees that all Confidential Information, whether original, duplicated, computerized, memorized, handwritten, or in any other form, and all information contained in any Company records, are the sole and exclusive property of the Company. Employee shall do whatever is reasonably necessary to prevent unauthorized disclosure or use of the Company's Confidential Information in Employee's possession or under Employee's control. Except as required in the conduct of the Company's business or as expressly authorized in writing on behalf of the Company, Employee shall not use or disclose, directly or indirectly, any Confidential Information. Following the termination of Employee's employment, Employee shall not use or disclose, directly or indirectly, any Confidential Information. This prohibition does not apply to Confidential Information after it has become generally known in the industry in which the Company conducts its business, unless it became generally known through unauthorized use or disclosure by Employee or those acting in concert with Employee.

c. Notwithstanding the foregoing, Employee understands that nothing contained in this Agreement limits Employee's ability from exercising his rights in accordance with Section 6.2 of the Employment Agreement to report possible violations of applicable law or regulation to any federal, state or local governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, or any agency Inspector General ("Government Agencies"), or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Employee further understands that this Agreement does not limit Employee's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Agreement does not limit Employee's right to receive an award for information provided to any Government Agencies. Pursuant to 18 USC § 1833(b), the Defend Trade Secrets Act, an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

9. Restrictive Covenants.

(a) Employee acknowledges and agrees that Employee shall continue to remain bound by all obligations Employee owes to the Company or the other Releasees, including, without limitation, all confidentiality, non-solicitation, and non-competition covenants as set forth in the Employment Agreement (the "Covenants"), and the Covenants shall remain in full force and effect in accordance with their terms.

(b) **Non-Disparagement.** Subject to Employee's rights in Section 8.c., Employee will not, to the extent permitted by law directly or indirectly provide any disparaging or derogatory statements and information about any of the Released Parties to any person or entity who is not a party to this Agreement. Both the Company and the Employee agree not to make any disparaging or derogatory statements about each other nor shall either party harm or in any way adversely affect the reputation and good will of each other, provided that this shall not prevent the parties from giving any truthful information to anyone when required by law in enforcing this Agreement. Nothing in this Agreement prohibits or restricts Employee from exercising any rights he may have under the National Labor Relations Act.

(c) Employee's receipt of the compensation and benefits under Section 2 of this Agreement shall be conditioned on Employee's compliance with the terms of this Agreement and Sections 6 and 7 of the Employment Agreement.

10. Return of Company Materials. Employee represents that, except as may be necessary for the Employee's performance of his obligations pursuant to the Advisory Agreement and the Consulting Agreement and with the knowledge and consent of the incoming chief executive officer of the Company, on or prior to the Separation Date, Employee has returned all property, equipment (including laptop, cell phone, keys, etc., if applicable), and documents of the Company in Employee's possession, custody or control including, but not limited to original and copies of all books, materials, manuals, records, lists, printouts, programs, software and any other property of the Company. It is also understood and agreed that all books, handbooks, notes, manuals, files, papers, documents, memoranda, software, letters, facsimile or other communications concerning any and all aspects of the operations of the Company are and remain the sole and exclusive property of the Company. Employee agrees to return to the Company all materials which Employee developed or participated in the development of as an employee of the Company or otherwise belonging to the Company concerning past, present and future or potential clients, customers, products and/or services. Further, Employee agrees to return to the Company all materials provided by customers of the Company and all teaching materials provided by the Company. Such materials include, but are not limited to, customer and/or vendor lists, customer and/or vendor prospect material, price lists, rate structures and software owned or developed by the Company for any purpose in any form. Employee expressly represents and warrants that all such materials referred to in this paragraph, and any copies thereof, are being returned to the Company.

11. Litigation Cooperation. The payments to be made hereunder are conditioned on the full cooperation by Employee with the Company in the prosecution or defense, as the case may be, of any and all actions, governmental inquiries or other legal or regulatory proceedings in which Employee's assistance may be reasonably requested by the Company. Reasonable expenses arising from the cooperation will be reimbursed in accordance with the Company's guidelines. The Company will also reimburse Employee for the value of any leave time Employee must take in order to provide such cooperation.

12. Waiver and Release. In consideration of the payments, benefits, agreements, and other consideration to be provided by the Company as described in this Agreement, Employee and for Employee's heirs, executors, administrators, and their respective successors and assigns (collectively, "Employee"), **HEREBY RELEASES AND FOREVER DISCHARGES**, to the maximum extent permitted by law, the Company and its and their respective current and former owners, shareholders, members, officers, directors, employees, agents, insurers, attorneys, whether as individuals or in their official capacity, and each of their respective successors and assigns (hereinafter collectively referred to as the "Released Parties" or the "Releasees") of and from all or any manner of actions, causes and causes of action, suits, debts, obligations, damages, complaints, liabilities, losses, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments and expenses (including attorneys' fees and costs), extents, executions, claims and demands whatsoever at law or in equity including those relating to Employee's employment and termination of employment, whether known or unknown (collectively "Claims") up until the Effective Date, specifically including by way of example but not limitation, Claims for discrimination, harassment or retaliation or other violations of any law such as Title VII of the Civil Rights Acts of 1964 and 1991, as amended; the Civil Rights Act of 1866; the Employee Retirement Income Security Act of 1974, as amended; the National Labor Relations Act, as amended; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act (collectively, "ADEA"); the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act (FMLA) (regarding existing but not prospective claims), the Fair Labor Standards Act (FLSA); the Sarbanes-Oxley Act of 2002, the Maryland Human Rights Act, the Montgomery County Human Rights Act, the Georgia Fair Employment Practices Act, the Sex Discrimination in Employment Act, the Georgia Age Discrimination in Employment Act, the Georgia Equal

Employment for Persons with Disabilities Code; and any other federal, state, local, or foreign law (statutory, regulatory, or otherwise) that may be legally waived and released; as well as all Claims for wrongful discharge, breach of contract, personal injury, defamation, mental anguish, injury to health and reputation; Claims for attorneys' fees and costs and all other Claims which Employee ever had, now has, or which Employee hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever arising out of Employee's employment by the Company or the termination thereof.

Notwithstanding the foregoing, however, this General Release shall not extend to (i) any rights, remedies, or claims Employee may have in enforcing the terms of this Agreement that are not released hereby and any claims that cannot be released by law; (ii) any rights Employee may have to receive vested amounts under any Equity Awards, the Company's stock option plan, 401(k) or pension plans; (iii) Employee's rights to medical benefit continuation coverage, on a self-pay basis, pursuant to federal law (COBRA); (iv) any rights arising exclusively under the Fair Labor Standards Act, except as such waiver may henceforth be made in a manner provided by law; and (v) claims for indemnification (whether under state law, the Company's by-laws or otherwise) for acts performed as an officer or director of the Company.

Employee takes this action fully aware of Employee's rights arising under the laws of the United States (and any State or local governmental entity thereof) and voluntarily waives and releases all such rights or claims under these or other laws, but does not intend to, nor is Employee waiving any rights or claims that may arise after the date that this Agreement is signed by Employee. The provisions of any laws providing in substance that releases shall not extend to claims which are at the time unknown to or unsuspected by the person executing such release, are hereby waived. Employee specifically intends the release of Claims in this Section 12 to be the broadest possible release permitted by law.

13. Press and Media. Employee agrees that in the event Employee is contacted by the media in any form, including, but not limited to, any wire service, newspaper, magazine or web-based news service, with respect to the Company, its clients and/or customers, and/or Employee's conduct and/or employment at the Company, Employee will immediately refer all contacts directly to the incoming chief executive officer of the Company.

14. Applicable Law. This Agreement shall be deemed to have been made within the State of Maryland and shall be interpreted and construed and enforced in accordance with the laws of the State of Maryland without regard to its conflicts of law provision. This Agreement shall be subject to specific performance. Subject to Sections 6 and 7 of this Agreement, any or all actions or proceedings which may be brought by either Party under this Agreement shall be brought in courts having a situs within the State of Maryland, and Employee and the Company each hereby consent to the jurisdiction of any local, state or federal court located within the State of Maryland.

15. No Pending Actions. Employee represents that Employee has not filed any complaints, charges or Claims against the Company or any of the Releases with any local, State, or Federal agency or court, or with any other forum, and that Employee will not commence, file, pursue, or cause or assist any person or entity to commence, file or pursue, any complaints, charges or Claims against the Company or any of the Releasees, subject to his rights under Section 8.c. above.

16. Severability. If any provision of this Agreement, or any part thereof, is held to be invalid or unenforceable because of the scope or duration of or the area covered by such provision, Employee and the Company agree that the court or other appropriate decision-making authority making such determination shall, to the extent allowed by applicable Maryland law, reduce the scope, duration and/or area of such provision (and shall substitute appropriate provisions for any such invalid or unenforceable provisions) in order to make such provision enforceable to the fullest extent permitted by law and/or shall delete specific words and phrases, and such modified provision shall then be enforceable and shall be enforced. In the event that any court or other appropriate decision-making authority determines that the time period or the area, or both, are unreasonable and that any of the covenants is to that extent invalid or unenforceable, the parties hereto agree that such covenants will remain in full force and effect, first, for the greatest time period, and second, in the greatest geographical area that would not render them unenforceable. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall nonetheless survive and be enforced to the fullest extent permitted by law.

17. **Entire Agreement.** Except as otherwise expressly provided herein, this Agreement, including the General Release included herein, constitutes the entire agreement between the Parties and supersedes any and all prior agreements, whether written or oral, concerning its subject matter except for those terms of the Employment Agreement not expressly superseded by this Agreement. This Agreement may not be modified or changed, except in a written agreement signed by both Parties.

18. **Counterparts.** This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

19. **Taxes.** Any payments made or benefits provided to you under this Agreement will be reduced by any required federal and state withholding and employment taxes. To the extent applicable, for purposes of the limitations on nonqualified deferred compensation under Section 409A of the Internal Revenue Code (the "Code"), each payment of compensation under the Agreement shall be treated as a separate payment of compensation for purposes of applying the Section 409A of the Code deferral election rules and the exclusion from Section 409A of the Code for certain short-term deferral amounts. Any amounts payable solely on account of an involuntary separation from service within the meaning of Section 409A of the Code shall be excludable from the requirements of Section 409A of the Code, either as involuntary separation pay or as short-term deferral amounts to the maximum possible extent. Further, any reimbursement or in-kind benefits provided under the Agreement shall be made or provided in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during the period of time specified in the Agreement, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, (iii) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. Furthermore, Company and Employee agree that they reasonably believe that the payments and benefits to Employee under the Employment Agreement and this Agreement are not subject to taxation under the provisions of Section 409A of the Code. Company represents that it has not and will not (directly or indirectly) report to the Internal Revenue Service any payments or benefits to or in respect of the Employee as being subject to Section 409A of the Code on Employee's W-2, Form 1099, or in any other manner.

20. **Notices.** Any notices provided for in this Agreement shall be in writing and shall be effective when delivered in person, consigned to a reputable national courier service or deposited in the United States mail, postage prepaid, and addressed to you at your last known address on the books of the Company or, in the case of the Company, to it at its principal place of business, attention of the Chief Financial Officer, or to such other address as either party may specify by notice to the other actually received.

21. **Waivers**. No provisions of this Agreement may be waived, or discharged unless such waiver or discharge is agreed to in a writing signed by the Employee and an appropriate officer of the Company empowered to sign the same by the Board. No waiver by either party at any time of any breach by the party of, or compliance with, any condition or provision of this Agreement to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or at any prior to subsequent time.

22. **Interpretation**. The headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement. No provision of this Agreement shall be interpreted for or against any party hereto on the basis that such party was the draftsman of such provision; and no presumption or burden of proof shall arise disfavoring or favoring any party by virtue of the authorship of any of the provisions of this Agreement.

23. **Independent Representation**. The Parties agree that they have both had the opportunity to review and negotiate this Agreement, and that any inconsistency or dispute related to the interpretation of any of the provisions of this Agreement shall not be construed against either party. The Employee has been advised and has had the opportunity to consult with an attorney or other advisor prior to executing this agreement. The Employee understands, confirms, and agrees that counsel to the Company (Becker & Poliakoff, P.A.) has not acted and is not acting as counsel to the Employee and that Employee has not relied upon any legal advice except as provided by its own counsel.

24. **Miscellaneous**. Employee specifically acknowledges and agrees that notwithstanding any discussions or negotiations Employee may have had with any of the Releasees prior to the execution of this Agreement, Employee is not relying on any promises or assurances other than those explicitly contained in this Agreement. Each of the Releasees shall be a third-party beneficiary to this Agreement and entitled to enforce it in accordance with its terms.

25. **Older Worker Benefit Protection.** Notwithstanding any other provision of this Agreement to the contrary:

a. The Company and Employee agree that, by entering into this Agreement, Employee does not waive rights or claims that may arise after the date this Agreement is executed.

b. The Company and Employee agree that this Agreement shall not affect the rights and responsibilities of the Equal Employment Opportunity Commission (the "EEOC") to enforce the Age Discrimination in Employment Act of 1967, as amended, and other laws, and further agree that this Agreement shall not be used to justify interfering with Employee's protected right to file a charge or participate in an investigation or proceeding conducted by the EEOC. The Company and Employee further agree that Employee knowingly and voluntarily waives all rights or claims (that arose prior to Employee's execution of this Agreement) Employee may have against the Released Parties, or any of them, to receive any benefit or remedial relief (including, but not limited to, reinstatement, back pay, front pay, damages, and attorneys' fees) as a consequence of any charge filed with the EEOC, and of any litigation concerning any facts alleged in any such charge. This Agreement shall not affect or be used to interfere with Employee's protected right to test in any court, under the Older Worker Benefit Protection Act, or like statute or regulation, the validity of the waiver of rights set forth in this Agreement. The Employee has read this Agreement in its entirety and understands all of its terms. The Employee knowingly, freely, and voluntarily agrees to all of the terms and conditions set out in this Agreement including, without limitation, the waiver, release, and covenants contained in it, including the waiver and release of claims under the Age Discrimination in Employment Act (ADEA), as amended. The Employee is signing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which the Employee is otherwise entitled.

c. The Company and Employee agree that, for a period of seven (7) days following the execution of this Agreement (the "Revocation Period"), Employee has the right to revoke this Agreement by written notice to the Company's Chief Financial Officer prior to the end of the Revocation Period. Such revocation must be in writing and must be emailed to the Company's Chief Financial Officer. Notice of such revocation must be received within the seven (7) day revocation period referenced above. The Company and Employee further agree that provided that Employee does not revoke Employee's execution of this Agreement within such seven (7) day Revocation Period, this Agreement will automatically become effective on the eight (8th) calendar day after the date on which Employee initially signs it (the "Effective Date"); and that in the event Employee revokes this Agreement prior to the eighth (8^{th}) day after the execution of this Agreement, this Agreement, and the promises contained in this Agreement, shall automatically be deemed null and void. Employee specifically acknowledges and agrees that (a) this Agreement contains individually negotiated terms and conditions of his separation of employment with the Company, and (b) his separation of employment with the Company is not part of, and this Agreement is not offered in connection with, an "exit incentive program" or "other employment termination program" under ADEA.

d. Should Employee materially breach this Agreement, then: (i) the Company shall have no further obligations to Employee under this Agreement or otherwise (including but not limited to any obligation to provide the consideration set forth in Section 2, and the Company shall be entitled to immediate repayment of any amounts already paid under thereunder; (ii) the Company shall have all rights and remedies available to it under this Agreement and any applicable law or equitable theory; and (iii) all of Employee's promises, covenants, releases, waivers, representations, and warranties under this Agreement shall remain in full force and effect.

26. Employee is hereby advised to review this Agreement with counsel of Employee's choice and at Employee's expense. Employee hereby acknowledges that Employee has had the opportunity to consult with any attorney of the Employee's choice before signing this Agreement. Employee represents and warrants that the Company gave Employee a period of up to twenty-one (21) days in which to consider this Agreement before executing this Agreement. Employee is permitted, at his discretion, to return the Agreement prior to the expiration of this 21-day period.

27. Employee's acceptance of monies paid by the Company, as described in Section 2 of this Agreement, at any time more than seven (7) days after the execution of this Agreement shall constitute an admission by Employee that Employee did not revoke this Agreement during the revocation period of seven (7) days; and shall further constitute an admission by Employee that this Agreement has become effective and enforceable.

28. If Employee executed this Agreement at any time prior to the end of the twenty-one (21) day period that the Company gave Employee in which to consider this Agreement, such early execution was a knowing and voluntary waiver of Employee's right to consider this Agreement for at least twenty-one (21) days, and was due to Employee's belief that Employee had ample time in which to consider and understand this Agreement, and in which to review this Agreement with an attorney.

[Remainder of page intentionally left blank.]

EMPLOYEE EXPRESSLY ACKNOWLEDGES, REPRESENTS, AND WARRANTS THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT; THAT EMPLOYEE FULLY UNDERSTANDS THE TERMS, CONDITIONS, AND SIGNIFICANCE OF THIS AGREEMENT; THAT EMPLOYEE HAS HAD AMPLE TIME TO CONSIDER AND NEGOTIATE THIS AGREEMENT; THAT THE COMPANY HAS ADVISED AND URGED EMPLOYEE TO CONSULT WITH AN ATTORNEY CONCERNING THIS AGREEMENT; THAT EMPLOYEE HAS HAD A FULL OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY; AND THAT EMPLOYEE HAS EXECUTED THIS AGREEMENT VOLUNTARILY, KNOWINGLY, AND WITH SUCH ADVICE FROM AN ATTORNEY, AS EMPLOYEE DEEMED APPROPRIATE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

DLH Holdings Corp.

/s/ Kathryn M. JohnBull — 8/19/2026

Name: Kathryn M. JohnBull — Date

Title: Chief Executive Officer

EMPLOYEE

/s/ Zachary C. Parker — 8/19/2026

Name: Zachary C. Parker — Date

ADVISORY SERVICES AGREEMENT

THIS ADVISORY SERVICES AGREEMENT (the "***Agreement***") is entered into on August 19, 2026 and effective as of July 1, 2026 (the "***Effective Date***"), by and between DLH HOLDINGS CORP., a New Jersey corporation (the "***Company***"), Z Parker Enterprises LLC (the "***Advisor***") and Zachary C. Parker, an individual ("***Parker***").

Background to Agreement:

A. The Company is engaged, among other things, in the business of providing digital transformation and cybersecurity services for various federal agencies including organizations within Health & Human Services, Department of Defense, and the Veterans Health Administration.

B. Parker served as the Chief Executive Officer and President of the Company and in connection with his retirement from the Company has entered into that certain Separation Agreement dated as of July 1, 2026 (the "***Separation Agreement***") pursuant to which the Company agreed to enter into this Agreement with the Advisor and Parker.

C. Provided that Parker has not revoked the Separation Agreement, the Company desires to retain the services of Advisor and Parker to perform the Advisory Services (defined below) on behalf of the Company as an independent contractor, and Advisor desires to perform the Services as an independent contractor.

D. Advisor is willing and able to perform such Services in furtherance of the Company's business under the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties incorporate the above-stated recitals and agree as follows:

1. Engagement. Provided that Parker has not revoked his signature to the Separation Agreement during the Revocation Period (as defined in the Separation Agreement), the Company hereby engages the Advisor to provide the Advisory Services (as defined below) during the Term (as defined herein), and the Advisor accepts such engagement, on the terms and conditions provided herein (the "***Engagement***"). The Advisory Services provided shall be personally performed by Parker on behalf of Advisor.

2. Term. The initial term of this Agreement commenced on the Effective Date and will continue through September 30, 2026 (the "***Term***"), unless this Agreement is sooner terminated in accordance with the terms of this Agreement.

3. Duties and Performance. During the Term, Parker, on behalf of the Advisor, will provide the Company the advisory services set forth in this Section 3 (collectively, the "***Advisory Services***").

(a) More specifically, Parker, on behalf of Advisor, agrees to use commercially reasonable efforts to provide transition advisory services to the Company as reasonably requested by the Chief Executive Officer or the Board of Directors, including:

(i) supporting the orderly transition of executive leadership following Advisor's retirement as Chief Executive Officer and President;

(ii) advising the Chief Executive Officer and the Board of Directors regarding the Company's operations, customer relationships, and ongoing business initiatives to facilitate continuity of operations;

(iii) assisting in the transfer of institutional knowledge and providing historical context with respect to the Company's business, operations, contracts, and strategic relationships;

(iv) promptly providing such information, reports, and other assistance as the Company may reasonably request in connection with the foregoing; and

(v) performing such other services reasonably requested by the Chairman of the Board of Directors or Chief Executive Officer of the Company.

(b) **Performance.** Advisor shall use his best efforts and shall devote such time and effort to the performance of his duties hereunder as is reasonably necessary for such performance. Subject to the terms set forth below, the Advisor shall furnish the Company advice and recommendations with respect to such aspects of the business of the Company as the Company shall, from time to time, reasonably request upon reasonable notice. Advisor shall deliver services at Advisor's place of business, the Company's places of business (if requested), or at various other sites as required and mutually and reasonably agreeable to the Company and the Advisor; notwithstanding the foregoing, however, the Company and Advisor agree that the Advisor shall not undertake air travel without advance consent. Advisor will perform the Advisory Services in a timely, good and workmanlike manner, at all times acting in the best interests of the Company and in accordance with the terms of this Agreement, the Company's policies, and all applicable laws and regulations. Advisor will utilize professional skill, diligence and care to ensure that all Advisory Services are scheduled, performed and completed to the Company's satisfaction. While on travel for the Company, all activities must be exclusive to the Company.

(c) **Availability.** Advisor will use commercially reasonable efforts to ensure that Parker is available during business time on reasonable notice to provide such assistance or information as the Company may require. Specifically, the Company and Advisor anticipate that Parker will render his Advisory Services for no more than forty (40) hours per any calendar week in the Term, which is expected to decrease over time during the Term. The Company recognizes that the Advisor shall not work exclusively for the Company and agrees that the Advisor may continue his own research and development for businesses unrelated to the Company. However, the Advisor must notify the Company as early as possible when a potential conflict of interest or duplication of assignment is known or perceived.

4. Services Fee.

(a) In consideration for the Advisory Services rendered to the Company, the Company agrees to pay Advisor a total fee of $187,550 (the "***Services Fee***"), payable in cash, for the Advisory Services rendered during the Term. The Services Fee shall be payable to Z Parker Enterprises, LLC. It is intended that the Services Fee paid hereunder will constitute compensation to Advisor as an independent contractor and not as an individual employed by the Company.

(b) The Services Fee shall be paid in three (3) equal monthly installments during the Term. The Company will pay each monthly installment of the Services Fee to Advisor prior to the end of each month during the Term. For any expenses for which Advisor may seek reimbursement, Advisor shall provide the Company with such reasonable receipts or other documentation of expenses as the Company might request.

(c) The Company will not withhold any amounts as U.S. federal tax or applicable state tax withholdings from wages or as employee contributions under the U.S. Federal Insurance Contributions Act, nor will the Company make any employer contributions thereunder with respect to such payments. Advisor will be solely responsible for the reporting, estimation and payment of all federal, state or local county income taxes, fees and other contributions on or attributable to Advisor's income attributable to the fees payable hereunder. Advisor agrees that it will maintain unemployment and worker's compensation insurance as required by law. The Company will provide no employee benefits under this Agreement including, but not limited to health, life, or disability insurance, to Advisor or any of its personnel, if any.

5. Out-of-Pocket Expenses. During the Term, the Company will reimburse Advisor for reasonable out-of-pocket business, travel or entertainment expenses incurred by Advisor in connection with and while providing the Services under this Agreement, provided, that Advisor receives Company's prior approval prior to incurring any such individual expenses in excess of $1,000. In such event, Advisor will provide documentation in the form of receipts, vouchers, invoices and the like that pertain to and further substantiate and verify any such reimbursable expense, and the receipt thereof by the Company, when requested, will be a condition precedent to payment.

6. Independent Contractor. In performing his duties hereunder, Advisor will act solely as an independent contractor and not as a partner, joint venturer or employee of the Company. Nothing contained in this Agreement will be construed to create any employment relationship between the Company and Advisor or Parker, or be construed as constituting Advisor or any of its employees or agents as an employee of the Company, and neither Advisor nor Parker will make any representations to the contrary to any person. It is understood and agreed that as an independent contractor, Advisor is responsible for, and has control over, the details and means of performing the Advisory Services. Advisor will not represent to third persons that Advisor's status with respect to the Company is anything other than that of an independent contractor. Advisor will not have any express or implied right or authority to assume or create any obligations on behalf or in the name of the Company or to bind the Company to any contract or undertaking with any other person, nor will Advisor represent that it has such authority. Advisor and its agents will not be entitled to any Company fringe benefits and hereby expressly waive any claim or right that any of them may have against the Company arising out of the operation of any applicable workers' compensation law.

7. Confidentiality. Advisor and Parker hereby acknowledge and agree that during the Term, Advisor and Parker are bound by the confidentiality restrictions set forth in Section 8 of the Separation Agreement, which restrictions are incorporated herein by reference (with capitalized terms used therein having the meaning attributed to such terms as in such Separation Agreement).

8. Work Product. Advisor and Parker agrees and acknowledge that the Company owns and retains all rights, title, and interest in and to all the Company's Confidential Information (as defined in the Separation Agreement) and all derivatives thereof and all intellectual property rights therein or thereto. Nothing contained herein shall be construed to grant Advisor or Parker any ownership or other rights in and to the intellectual property of the Company except as expressly stated herein. No license is granted by

Company to the Confidential Information or to any intellectual property right therein except for the limited purpose of enabling the Advisor to perform the Advisory Services pursuant to this Agreement. In consideration of this Engagement and free of any additional obligations of the Company to make additional payment to Advisor, Advisor and Parker agree to promptly disclose and irrevocably assign to the Company any and all deliverables, inventions, improvements, manuscripts, documentation, formulas, processes or other deliverables and all intellectual property rights therein, relating to the present or future business of the Company that are developed, conceived or reduced to practice by Advisor, either alone or jointly with others, (i) during or as a result of performance of this Agreement or any work performed for the Company; (ii) using the Company's facilities, equipment or proprietary or Confidential Information; or (iii) relating to the business of the Company or the Company's demonstrably anticipated research or development (all of the foregoing "***Intellectual Property***"). Advisor and Parker agree that all such Intellectual Property, including without limitation all patents, copyrights, trademarks, and trade secrets, is irrevocably assigned to and shall be and remain the sole and exclusive property of the Company and shall be deemed the product of work for hire and that the Company will be considered the author thereof. If it is determined that any Intellectual Property is not work made for hire, Advisor and Parker hereby irrevocably assigns to Company its entire right, title, and interest in and to such Intellectual Property and all intellectual property rights therein, including patents, copyrights and trade secrets, and other proprietary rights of Advisor or Parker, that they now have or may hereafter acquire. Intellectual Property, for the purposes of this section, shall also include, without limitation, data, reports, correspondence, specifications, technical notes, flow charts, documentation, blueprints, sketches, equipment, software (source and object code) and all copies thereof, and any other work product developed, prepared, or created by or on behalf of Advisor. No rights thereto are reserved by Advisor. The Advisor has made and will make full and prompt disclosure to the Company of all Intellectual Property and, at the Company's request and expense (but without additional compensation to the Advisor), will at any time and from time to time during and after the Advisor's affiliation with the Company execute and deliver to the Company such applications, assignments, and other papers and take such other actions (including, but not limited to, testifying in any legal proceedings) as the Company, in its sole discretion, considers necessary to vest, perfect, defend, or maintain the Company's rights in and to such Intellectual Property.

9. Representations and Warranties. Advisor hereby represents and warrants to the Company, in good faith, as follows that it:

(a) owns or has the right to provide any confidential information in connection with providing services hereunder and the use of any Intellectual Property, or any part thereof, furnished under this Agreement, to the best of its knowledge, will not infringe any patent, copyright, trade secret, trademark, or other proprietary right of a third party;

(b) is not currently bound by any other agreement, restriction, or obligation, and will not assume any such obligation or restriction, which does or would in any way interfere or be inconsistent with the Advisory Services to be furnished hereunder;

(c) will provide the Advisory Services in accordance with all applicable laws and regulations and with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession; and

(d) has full right, power, and authority to enter into this Agreement, to perform its obligations and duties under this Agreement, and that his execution, delivery, and performance of this Agreement does not and will not conflict with, violate, or result in a breach of any other agreement, judgment, order, stipulation, or decree by which it is bound.

10. **Covenants.** Advisor shall coordinate its activities with the Company and report to the Chairman of the Board and Chief Executive Officer. During the term hereof, neither Advisor nor any affiliate, partner, employee, agent, or representative of Advisor, shall render the same or similar services to any business, entity or person engaged in any business which is the same as or similar to or competitive with, the businesses of the Company or its subsidiaries. If during the Term, Advisor becomes aware that he has a potential conflict of interest with the Company, Advisor will so advise the Company immediately.

11. **Termination.**

(a) This Agreement is subject to termination by mutual agreement at any time. In addition, in the event that the Advisor breaches any of its obligations under this Agreement, this Agreement and the Engagement may be terminated by the Company immediately upon written notice if such breach is incapable of being cured, or if capable of cure, such breach has not been cured within thirty (30) days following the Company's giving of notice of such breach to Advisor.

(b) This Agreement may only be renewed or extended upon the written consent of both parties to this Agreement. Sections 6, 7, 8, 10, 11 and 12 and any other provision of this Agreement that expressly contemplates ongoing obligations or rights of a party shall survive the expiration or termination of this Agreement under all circumstances. Upon the expiration or termination of this Agreement: (A) Advisor shall (x) fully cooperate with the Company in all matters relating to the winding up of the Advisor's services and the orderly transfer of such matters to any person designated by the Company and (y) deliver to Company any deliverables created up to the date of termination and Company shall have all right, title and interest thereto; and (B) the Company shall pay to Advisor any amounts accrued prior to such termination or expiration which have not been paid. In addition, upon the expiration or termination of this Agreement or at any other time, upon request of the Company, the Advisor shall (i) promptly deliver to the Company all Confidential Information and any correspondence, memoranda, notes, records, plans, product and other designs and compositions, studies, price lists, customer lists and information, customer contracts, financial statements, catalogs, programs, disks, tapes, other papers, as well as any medium on or by which information is stored, received, or made by the Advisor in connection with the Advisor's affiliation with the Company, in the Advisor's possession or control, regardless of whether or not such information is Confidential Information and (ii) shall delete or erase (and certify to such action) all copies of Confidential Information stored on any electronic media in Advisor's possession or control.

(c) Notwithstanding anything else set forth herein, if this Agreement has been executed by the parties before or during the Revocation Period of the Separation Agreement and Parker subsequently, but during the Revocation Period, notifies the Company that he has revoked his execution of the Separation Agreement, then this Agreement shall be automatically terminated without further action by either party and shall be null and void in all respects.

12. **Miscellaneous.**

(a) **Successors and Assignment.** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that the obligations of Advisor are personal in nature and, therefore, Advisor will not assign any of his rights or delegate or subcontract the performance of any of his duties under this Agreement without the prior written consent of the Company; any such assignment or subcontract without obtaining prior written consent will be void.

(b) **Prior Agreements; Modifications; and Waivers.** The terms and provisions of this Agreement, along with the nondisclosure or confidentiality obligations entered into by Parker in his capacity as an employee of the Company prior to the Effective Date, are intended to supersede any conflicting terms or conditions in any other agreement between the parties hereto relating to the subject matter hereof. This Agreement contains the entire agreement between the parties hereto regarding the Advisory Services, and may not be modified except by written instrument duly executed by both parties. The failure of a party hereto to exercise any right or remedy will not be deemed or constitute a waiver of such right or remedy in the future. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision hereof (regardless of whether similar), nor will any such waiver constitute a continuing waiver unless otherwise expressly provided. No waiver shall be binding unless in writing and signed by the party making the waiver. A waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Either party may waive or modify the performance of any act which is intended solely for their benefit if the party for whom such act is intended to benefit consents to such waiver or modification in writing.

(c) **Severability.** If any provision of this Agreement will, for any reason, be held to violate any applicable law, and so much of said Agreement is held to be unenforceable, then the invalidity of such a specific provision herein will not be held to invalidate any other provisions herein, which other provisions will remain in full force and effect unless removal of said invalid provision destroys the legitimate purposes of this Agreement, in which event this Agreement will be canceled.

(d) **Specific Performance.** Advisor acknowledges and agrees that any breach of this Agreement will result in irreparable injury to the Company, that monetary damages will be an inadequate remedy of such breach, and that, accordingly, in addition to any other remedy that the Company may have, the Company shall be entitled to enforce the specific performance of this Agreement and to seek both permanent and temporary injunctive relief in the event of any breach of this Agreement or threat thereof. Advisor expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by the Company.

(e) **Governing Law**. This Agreement will be construed, enforced and governed by the laws of the State of Maryland without regard to its conflicts of law provisions.

(f) **Waiver of Jury Trial**. THE PARTIES IRREVOCABLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LEGAL PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT.

(g) **Advice of Counsel and Construction.** The parties acknowledge that all parties to this Agreement have had the opportunity to be represented by its own independent counsel. Accordingly, the rule of construction of contract language against the drafting party is hereby waived by all parties. Each party hereto represents and warrants that it has read, knows, understands and agrees with the terms and conditions of this Agreement.

(h) **Notices.** All notices under this Agreement will be sent and deemed duly given when posted in the United States first-class mail, postage prepaid, overnight courier or personal delivery, to the addresses set forth below such party's signature on the signature page of this Agreement. Notices may also be given by electronic mail to the email addresses set forth below such party's signature on the signature page of this Agreement. Notices delivered via electronic mail shall be deemed given on the next business day following delivery (sent) by electronic mail. These addresses may be changed from time to time by written notice to the appropriate party.

(i) **Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signature on each such counterpart were on the same instrument. Further, this Agreement may be executed by transfer of an originally signed document by facsimile or e-mail in PDF format, each of which will be as fully binding as an original document.

(Signatures on following page.)

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

COMPANY:

DLH HOLDINGS CORP.

By: /s/ Kathryn M JohnBull
Name: Kathryn M JohnBull
Title: Chief Executive Officer

Address:
c/o DLH Holdings Corp.
3565 Piedmont Road, Suite 3-700
Atlanta, Georgia
Attn: Chief Executive Officer

ADVISOR:

Z PARKER ENTERPRISES LLC

/s/ Zachary C. Parker
By: Zachary C. Parker
Title: Manager

ZACHARY C. PARKER (INDIVIDUALLY):

/s/ Zachary C. Parker
Zachary C. Parker

Certain information in this document has been omitted pursuant to Item 601(b)(10) of Regulation S-K and replaced with "[***]." Such identified information has been omitted because it is not material and is of the type that the registrant treats as private or confidential.

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "***Agreement***") is made as of August 19, 2026 and is effective as of October 1, 2026 (the "***Effective Date***"), by and between DLH HOLDINGS CORP., a New Jersey corporation (the "***Company***"), and Zachary C. Parker, an individual ("***Consultant***").

Background to Agreement:

A. The Company is engaged, among other things, in the business of providing digital transformation and cybersecurity services for various federal agencies including organizations within Health & Human Services, Department of Defense, and the Veterans Health Administration.

B. The Consultant served as the Chief Executive Officer and President of the Company and in connection with his retirement from the Company on June 30, 2026, has entered into that certain Separation Agreement dated as of July 1, 2026 (the "***Separation Agreement***") pursuant to which the Company and the Consultant agreed to enter into this Agreement.

C. Provided that the Consultant has not revoked the Separation Agreement, the Company desires to retain the services of Consultant to perform the Services (defined below) on behalf of the Company as an independent contractor, and Consultant desires to perform the Services as an independent contractor.

D. Consultant is willing and able to perform such Services in furtherance of the Company's business under the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties incorporate the above-stated recitals and agree as follows:

1. Engagement. Provided the Consultant has not revoked his signature to the Separation Agreement within the Revocation Period (as defined in the Separation Agreement), the Company hereby engages the Consultant to provide the Consulting Services (as defined below) in connection with the conduct of the Company's business, during the Term (as defined herein), and the Consultant accepts such engagement, on the terms and conditions provided herein (the "***Engagement***").

2. Term. Provided the Consultant has not revoked his signature to the Separation Agreement within the Revocation Period (as defined in the Separation Agreement), the initial term of this Agreement will commence on the Effective Date and continue until September 30, 2027 (the "***Term***"), unless this Agreement is sooner terminated in accordance with the terms of this Agreement, or extended by mutual written agreement of the parties.

3. Duties and Performance. During the Term, Consultant will provide the Company the consulting services set forth in this Section 3 (collectively, the "***Consulting Services***").

(a) More specifically, Consultant agrees to use commercially reasonable efforts to provide independent professional consulting advice to the Company as reasonably requested concerning the Company's Business, as agreed upon by the Consultant and the Chief Executive Officer of the Company, as follows:

(i) participation in periodic conference calls and providing responses to inquiries from the Company's executive management (four per year);

(ii) support the Chief Executive Officer of the Company as appropriate to further the strategic direction of the company with emphasis on technology evolution and growth;

(iii) on an on-going basis, facilitate introductions and meetings and enhance awareness of the Company with government stakeholders, influencers, and decision makers in markets targeted by the Company;

(iv) operate with the highest standards of ethics and professionalism at all times while representing the Company;

(v) promptly giving to the Company all information and reports it may reasonably require in connection with matters relating to the provision of the Consulting Services or the business of Company;

(vi) take all reasonable steps to offer (or cause to be offered) to the Company any opportunities related to the Company's business as soon as practicable after the same comes to his knowledge and in any event before the same are offered by Consultant (or caused by Consultant to be offered) to any other party; and

(vii) performing such other services as may be reasonably requested by the Chief Executive Officer of the Company.

(b) **Consulting under Federal Procurement Contracts**. If this Agreement involves tasks for work on proposals on federal contracts or subcontracts, Consultant is required to comply with Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) as amended by Section 814 of the FY 90/91 National Defense Authorization Act, Pub. L. IO1-510, as implemented in FAR 3.104 Procurement Integrity.

(c) **Performance.** The Consultant shall use his best efforts and shall devote such time and effort to the performance of his duties hereunder as is reasonably necessary for such performance. Subject to the terms set forth below, the Consultant shall furnish the Company advice and recommendations with respect to such aspects of the business of the Company as the Company shall, from time to time, reasonably request upon reasonable notice. Consultant shall deliver services at Consultant's place of business, the Company's places of business (if requested), remotely, or at various other sites as required and mutually and reasonably agreeable to the Company and the Consultant; notwithstanding the foregoing, however, the Company and Consultant agree that the Consultant shall not undertake air travel on behalf of the Company without advance consent from the Company's Chief Executive Officer or Chief Financial Officer. The Consultant will be entitled to "advance payment" for such approved air travel. Consultant will perform the Consulting Services in a timely, good and workmanlike manner, at all times acting in the best interests of the Company and in accordance with the terms of this Agreement, the Company's policies, and all applicable laws and regulations. Consultant will utilize professional skill, diligence and care to ensure that all Consulting Services are scheduled, performed and completed to the Company's satisfaction. At no time can the Consultant be compensated by the Company for work done that will benefit other clients of the Consultant or conflict with the Company's objectives. While on travel for the Company, the Consultant will only have expenses reimbursed for work that is exclusive to the Company.

(d) **Availability.** Consultant will use commercially reasonable efforts to ensure that he is available during business time on reasonable notice to provide such assistance or information as the Company may require. Specifically, the Company and Consultant anticipate that Consultant will render his Consulting Services for no more than forty (40) hours per any calendar week in the Term, which is expected to decrease over time during the Term. The Company recognizes that the Consultant shall not work exclusively for the Company and agrees that the Consultant may continue his own research and development for businesses unrelated to the Company. However, the Consultant must notify the Company as early as possible when a potential conflict of interest or duplication of assignment is known or perceived. Accordingly, the Company shall periodically make the Consultant aware of any material changes in its primary business pursuits.

4. Consulting Fee.

(a) In consideration for the Consulting Services rendered to the Company during the Term, the Company agrees to pay Consultant the following amounts in consideration for the Consulting Services rendered during the Term (collectively the "***Consulting Fee***"). The Consulting Fee shall consist of (i) a grant of 142,857 restricted stock, determined based on the value of $750,000 of shares of the Company's common stock on June 30, 2026 (the "***RSUs***"), and (ii) a grant of 19,047 performance restricted stock units, determined based on the value of $100,000 of shares of the Company's common stock on June 30, 2026 (the "***PSUs***"). It is intended that the Consulting Fee paid hereunder will constitute compensation to Consultant as an independent contractor and not as an individual employed by the Company.

(b) The RSUs will be granted under the Company's 2025 Equity Incentive Plan, as amended (the "***2025 Plan***"), and will vest in two equal installments on October 1, 2026, and September 30, 2027, subject to the terms of the award agreement evidencing the RSUs. The other terms and conditions of such RSUs shall be set forth in the award agreement representing such RSUs delivered to the Consultant.

(c) The PSUs will be granted under the Company's 2025 Plan and will vest only in the event that the Company is awarded a subcontract associated with the [***] within twelve (12) months of July 1, 2026. The other terms and conditions of such PSUs shall be set forth in the award agreement representing such PSUs delivered to the Consultant.

(d) In the event that the closing price of the Company's common stock, as reported on the Principal Market (as defined below), on either of the vesting dates of the RSUs is below the Reference Price (as defined below), then in addition to the delivery of the shares of common stock to the Consultant pursuant to the settlement provisions of the award agreement evidencing such RSUs, the Company shall pay to the Consultant an amount in cash equal to the product of (A) the difference between the Reference Price and the Vesting Date Price (as defined below) multiplied by (B) the number of shares to be issued on the relevant vesting date of the RSUs. The foregoing payment, if payable to Consultant, shall be paid to the Consultant within ten (10) business days of the relevant vesting date of the RSUs and shall be paid in immediately available U.S. dollars to such account of the Consultant as he shall direct by written notice to the Company.

(e) For any services requested by the Company, and approved by the Chief Executive Officer in writing, beyond the scope of Section 3, the Consultant shall be compensated at a rate of $295 per hour and paid on a bi-weekly basis. If so instructed by Consultant, cash payments made pursuant to this Section shall be paid to Z Parker Enterprises LLC.

(f) The award agreement evidencing the RSUs granted under this Agreement shall provide that if a Change in Control (as defined in the 2025 Plan) occurs and Consultant's service is terminated within 180 days of such event (except if such service is terminated for Cause (as defined in the 2025 Plan)), then any unvested RSUs shall become immediately earned and vested upon the consummation of such transaction or termination of service, as the case may be. In addition, the award agreement evidencing the RSUs granted under this Agreement shall provide that if the Company terminates this Agreement without Cause (as defined in the 2025 Plan), then any unvested RSUs shall become immediately earned and vested upon the effective date of such termination of service.

(g) The following terms used in this Agreement shall have the meanings as set forth below:

(i) "Principal Market" mean the Nasdaq Stock Market, LLC or such other securities market on which the Company's common stock is principally traded on the relevant date of determination.

(ii) "Reference Price" means $5.25 per share, adjusted as necessary to reflect any forward stock splits, recapitalizations, reverse splits, or similar events which occur during the period commencing on the Effective Date and ending on the last vesting date of the RSUs.

(iii) "Vesting Date Price" means the closing price of the Company's common stock, as reported on the Principal Market, on each of the vesting dates of the RSUs, and as adjusted as necessary to reflect any forward stock splits, recapitalizations, reverse splits, or similar events which occur during the period commencing on the Effective Date and ending on the last vesting date of the RSUs.

(h) The Company will not withhold any amounts as U.S. federal tax or applicable state tax withholdings from wages or as employee contributions under the U.S. Federal Insurance Contributions Act, nor will the Company make any employer contributions thereunder with respect to such payments. Consultant will be solely responsible for the reporting, estimation and payment of all federal, state or local county income taxes, fees and other contributions on or attributable to Consultant's income attributable to the fees payable hereunder. Consultant agrees that he will maintain unemployment and worker's compensation insurance as required by law. The Company will provide no employee benefits under this Agreement including, but not limited to health, life, or disability insurance, to Consultant or any of his personnel, if any.

5. Out-of-Pocket Expenses. During the Term, the Company will reimburse Consultant for reasonable out-of-pocket business, travel or entertainment expenses incurred by Consultant in connection with and while providing the Services under this Agreement, provided, that Consultant receives Company's prior approval prior to incurring any such individual expenses in excess of $1,000. In such event, Consultant will provide documentation in the form of receipts, vouchers, invoices and the like that pertain to and further substantiate and verify any such reimbursable expense, and the receipt thereof by the Company, when requested, will be a condition precedent to payment.

6. Independent Contractor. In performing his duties hereunder, Consultant will act solely as an independent contractor and not as a partner, joint venturer or employee of the Company. Nothing contained in this Agreement will be construed to create any employment relationship between the Company and Consultant, or be construed as constituting Consultant or any of his employees or agents as an employee of the Company, and Consultant will not represent to the contrary to any person. It is understood and agreed that as an independent contractor, Consultant is responsible for, and has control over, the details and means of performing the Consulting Services. Consultant will not represent to third persons that Consultant's status with respect to the Company is anything other than that of an independent contractor. Consultant will not have any express or implied right or authority to assume or create any obligations on behalf or in the name of the Company or to bind the Company to any contract or undertaking with any other person, nor will Consultant represent that it has such authority. Consultant and his agents will not be entitled to any Company fringe benefits and hereby expressly waive any claim or right that any of them may have against the Company arising out of the operation of any applicable workers' compensation law.

7. Confidentiality. Consultant hereby acknowledges and agrees that during the Term Consultant is bound by the confidentiality restrictions set forth in Section 8 of the Separation Agreement, which restrictions are incorporated herein by reference (with capitalized terms used therein having the meaning attributed to such terms as in such Separation Agreement).

8. Work Product. Consultant agrees and acknowledges that the Company owns and retains all rights, title, and interest in and to all the Company's Confidential Information (as defined in the Separation Agreement) and all derivatives thereof and all intellectual property rights therein or thereto. Nothing contained herein shall be construed to grant the Consultant any ownership or other rights in and to the intellectual property of the Company except as expressly stated herein. No license is granted by Company to the Confidential Information or to any intellectual property right therein except for the limited purpose of enabling the Consultant to perform the Consulting Services pursuant to this Agreement. In consideration of this Engagement and free of any additional obligations of the Company to make additional payment to Consultant, Consultant agrees to promptly disclose and irrevocably assign to the Company any and all deliverables, inventions, improvements, manuscripts, documentation, formulas, processes or other deliverables and all intellectual property rights therein, relating to the present or future business of the Company that are developed, conceived or reduced to practice by Consultant, either alone or jointly with others, (i) during or as a result of performance of this Agreement or any work performed for the Company; (ii) using the Company's facilities, equipment or proprietary or Confidential Information; or (iii) relating to the business of the Company or the Company's demonstrably anticipated research or development (all of the foregoing "***Intellectual Property***"). Consultant agrees that all such Intellectual Property, including without limitation all patents, copyrights, trademarks, and trade secrets, is irrevocably assigned to and shall be and remain the sole and exclusive property of the Company and shall be deemed the product of work for hire and that the Company will be considered the author thereof. If it is determined that any Intellectual Property is not work made for hire, Consultant hereby irrevocably assigns to Company Consultant's entire right, title, and interest in and to such Intellectual Property and all intellectual property rights therein, including patents, copyrights and trade secrets, and other proprietary rights of Consultant, that Consultant now has or may hereafter acquire. Intellectual Property, for the purposes of this section, shall also include, without limitation, data, reports, correspondence, specifications, technical notes, flow charts, documentation, blueprints, sketches, equipment, software (source and object code) and all copies thereof, and any other work product developed, prepared, or created by Consultant. No rights thereto are reserved by Consultant. The Consultant has made and will make full and prompt disclosure to the Company of all Intellectual Property and, at the Company's request and expense (but without additional compensation to the Consultant), will at any time and from time to time during and after the Consultant's affiliation with the Company execute and deliver to the Company such applications, assignments, and other papers and take such other actions (including, but not limited to, testifying in any legal proceedings) as the Company, in its sole discretion, considers necessary to vest, perfect, defend, or maintain the Company's rights in and to such Intellectual Property.

9. Representations and Warranties. Consultant hereby represents and warrants to the Company, in good faith, as follows:

(a) it owns or has the right to provide any confidential information in connection with providing services hereunder and the use of any Intellectual Property, or any part thereof, furnished under this Agreement, to the best of its knowledge, will not infringe any patent, copyright, trade secret, trademark, or other proprietary right of a third party;

(b) it is not currently bound by any other consultant agreement, restriction, or obligation, and will not assume any such obligation or restriction, which does or would in any way interfere or be inconsistent with the Consulting Services to be furnished hereunder;

(c) it will provide the Consulting Services in accordance with all applicable laws and regulations and with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession; and

(d) it has full right, power, and authority to enter into this Agreement, to perform its obligations and duties under this Agreement, and that its execution, delivery, and performance of this Agreement does not and will not conflict with, violate, or result in a breach of any other agreement, judgment, order, stipulation, or decree by which it is bound.

10. Covenants. Consultant shall coordinate his activities with the Company and report to the Chairman of the Board and Chief Executive Officer. During the term hereof, neither Consultant nor any affiliate, partner, employee, agent, or representative of Consultant, shall render the same or similar services to any business, entity or person engaged in any business which is the same as or similar to or competitive with, the businesses of the Company or its subsidiaries. If during the Term, Consultant becomes aware that he has a potential conflict of interest with the Company, Consultant will so advise the Company immediately.

11. Termination.

(a) This Agreement is subject to termination by mutual agreement at any time. In addition, the Company may terminate this Agreement at any time without Cause (as defined in the 2025 Plan) upon the provision of thirty (30) days prior written notice to Consultant. In the event that the Consultant breaches any of its obligations under this Agreement, this Agreement and the Engagement may be terminated by the Company immediately upon written notice if such breach is incapable of being cured, or if capable of cure, such breach has not been cured within thirty (30) days following the Company's giving of written notice of such breach to Consultant.

(b) This Agreement may only be renewed or extended upon the written consent of both parties to this Agreement. Sections 6, 7, 8, 10, 11 and 12 and any other provision of this Agreement that expressly contemplates ongoing obligations or rights of a party shall survive the expiration or termination of this Agreement under all circumstances. Upon the expiration or termination of this Agreement: (A) Consultant shall (x) fully cooperate with the Company in all matters relating to the winding up of the Consultant's services and the orderly transfer of such matters to any person designated by the Company and (y) deliver to Company any deliverables created up to the date of termination and Company shall have all right, title and interest thereto; and (B) the Company shall pay to Consultant any amounts accrued prior to such termination or expiration which have not been paid. In addition, upon the expiration or termination of this Agreement or at any other time, upon request of the Company, the Consultant shall (i) promptly deliver to the Company all Confidential Information and any correspondence, memoranda, notes, records , plans, product and other designs and compositions, studies, price lists, customer lists and information, customer contracts, financial statements, catalogs, programs, disks, tapes, other papers, as well as any medium on or by which information is stored, received, or made by the Consultant in connection with the Consultant's affiliation with the Company, in the Consultant's possession or control, regardless of whether or not such information is Confidential Information and (ii) shall delete or erase (and certify to such action) all copies of Confidential Information stored on any electronic media in Consultant's possession or control.

(c) Notwithstanding anything else set forth herein, if this Agreement has been executed by the parties before or during the Revocation Period of the Separation Agreement and Consultant subsequently, but during the Revocation Period, notifies the Company that he has revoked his execution of the Separation Agreement, then this Agreement shall be automatically terminated without further action by either party and shall be null and void in all respects.

12. Miscellaneous.

(a) **Successors and Assignment.** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that the obligations of Consultant are personal in nature and, therefore, Consultant will not assign any of his rights or delegate or subcontract the performance of any of his duties under this Agreement without the prior written consent of the Company; any such assignment or subcontract without obtaining prior written consent will be void.

(b) **Prior Agreements; Modifications; and Waivers.** The terms and provisions of this Agreement, along with the any nondisclosure or confidentiality obligations entered into by Consultant in his capacity as an employee of the Company prior to the Effective Date, are intended to supersede any conflicting terms or conditions in any other agreement between the parties hereto relating to the subject matter hereof. This Agreement contains the entire agreement between the parties hereto regarding the Consulting Services, and may not be modified except by written instrument duly executed by both parties. The failure of a party hereto to exercise any right or remedy will not be deemed or constitute a waiver of such right or remedy in the future. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision hereof (regardless of whether similar), nor will any such waiver constitute a continuing waiver unless otherwise expressly provided. No waiver shall be binding unless in writing and signed by the party making the waiver. A waiver by either patty of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Either party may waive or modify the performance of any act which is intended solely for their benefit if the party for whom such act is intended to benefit consents to such waiver or modification in writing.

(c) **Severability.** If any provision of this Agreement will, for any reason, be held to violate any applicable law, and so much of said Agreement is held to be unenforceable, then the invalidity of such a specific provision herein will not be held to invalidate any other provisions herein, which other provisions will remain in full force and effect unless removal of said invalid provision destroys the legitimate purposes of this Agreement, in which event this Agreement will be canceled.

(d) **Specific Performance.** Consultant acknowledges and agrees that any breach of this Agreement will result in irreparable injury to the Company, that monetary damages will be an inadequate remedy of such breach, and that, accordingly, in addition to any other remedy that the Company may have, the Company shall be entitled to enforce the specific performance of this Agreement and to seek both permanent and temporary injunctive relief in the event of any breach of this Agreement or threat thereof. Consultant expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by the Company.

(e) **Governing Law**. This Agreement will be construed, enforced and governed by the laws of the State of Maryland without regard to its conflicts of law provisions.

(f) **Waiver of Jury Trial**. THE PARTIES IRREVOCABLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LEGAL PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT.

(g) **Advice of Counsel and Construction.** The parties acknowledge that each party to this Agreement has had the opportunity to be represented by its own independent counsel. Accordingly, the rule of construction of contract language against the drafting party is hereby waived by all parties. Each party hereto represents and warrants that it has read, knows, understands and agrees with the terms and conditions of this Agreement.

(h) **Notices.** All notices under this Agreement will be sent and deemed duly given when posted in the United States first-class mail, postage prepaid, overnight courier or personal delivery, to the addresses set forth below such party's signature on the signature page of this Agreement. Notices may also be given by electronic mail to the email addresses set forth below such party's signature on the signature page of this Agreement. Notices delivered via electronic mail shall be deemed given on the next business day following delivery (sent) by electronic mail. These addresses may be changed from time to time by written notice to the appropriate party.

(i) **Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signature on each such counterpart were on the same instrument. Further, this Agreement may be executed by transfer of an originally signed document by facsimile or e-mail in PDF format, each of which will be as fully binding as an original document.

(Signatures on following page.)

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

COMPANY:

DLH HOLDINGS CORP.

By: /s/ Kathryn M JohnBull
Name: Kathryn M JohnBull
Title: Chief Executive Officer

Address:
c/o DLH Holdings Corp.
3565 Piedmont Road, Suite 3-700
Atlanta, Georgia
Attn: Chief Executive Officer
Email: kathryn.johnbull@dlhcorp.com

CONSULTANT:

/s/ Zachary C. Parker
Zachary C. Parker

{Signature Page to Consulting Services Agreement}