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): July 30, 2026

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

Delaware	**001-41494**	87-3941448
(State or other Jurisdiction of Incorporation)	(Commission File No.)	(IRS Employer Identification No.)

104 Apple Blossom Cir.
Brea, CA 92821
(Address of principal executive offices and zip code)

(562) 727-7045
(Registrant's telephone number, including area code)

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

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

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

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, $0.0001 par value	VSTD*	The Nasdaq Stock Market LLC* (Nasdaq Capital Market)

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

Emerging growth company ☒

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

* Pending the filing by The Nasdaq Stock Market LLC of a Form 25-NSE to deregister the Company's securities under Section 12(b) of the Securities Exchange Act of 1934, as amended.

Item 1.01 Entry into a Material Definitive Agreement.

Vestand Inc. (the "Company") owned 200 shares of common stock of Vestand Korea Co., Ltd. ("Vestand Korea"). On July 30, 2026, the Company entered into a Stock Transfer Agreement to sell the Company's 200 shares of common stock of Vestand Korea to Mr. Sang-Woo Noh for KRW 5,000 per share for a total of KRW 1,000,000. The Company has the right to repurchase all 200 shares of Vestand Korea from Mr. Noh for a total purchase price of KRW 1,100,000 until July 28, 2027.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	**Description**
10.1	Stock Transfer Agreement dated July 30, 2026, between Vestand Inc. and Sang-Woo Noh
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

Date: August 13, 2026

VESTAND INC.

By: */s/ Jiwon Kim*
Name: Jiwon Kim
Title: Chief Executive Officer

Exhibit 10.1

STOCK TRANSFER AGREEMENT

This Stock Transfer Agreement (hereinafter the "Agreement") is entered into as of July 30, 2026 (hereinafter the "Execution Date") by and between the following parties:

1. Vestand Inc. (Address: 104 Apple Blossom Circle, Brea, CA 92821) (hereinafter the "Transferor")

2. Noh Sang-woo (Address: 201-401 Healing M Town, 652-48 Sinhyeon-dong, Gwangju-si, Gyeonggi-do, Republic of Korea) (hereinafter the "Transferee")

Where either the Transferor or the Transferee is referred to individually, such party is referred to as a "Party," and collectively as the "Parties."

PREAMBLE

Of the 200 shares of Vestand Korea Co., Ltd. held by the Transferor, the Transferor wishes to transfer to the Transferee 200 common shares of Vestand Korea Co., Ltd. (hereinafter the "Subject Shares"), and the Transferee wishes to acquire the Subject Shares from the Transferor. Accordingly, the Transferor and the Transferee hereby agree as follows with respect to the transfer of the Subject Shares.

Article 1 Purchase Price

The per-share purchase price of the Subject Shares to be paid by the Transferee to the Transferor under this Agreement shall be based on the par value of KRW 5,000 per share, and the total purchase price (hereinafter the "Purchase Price") shall be KRW 1,000,000 (one million Korean won).

Vestand Korea Co., Ltd.: Corporate Registration No. 110111-0936767

Address: 205, Daewoo Myeongmun Gaia Building, 56 Seolleung-ro 90-gil, Gangnam-gu, Seoul, Republic of Korea

Total Shares Issued: 200 shares Par Value: KRW 5,000

Article 2 Transfer of the Subject Shares

1. The Transferee shall acquire the shares as set forth in the table below, with the Execution Date of this Agreement (July 30, 2026) as the transfer date, and shall pay the Purchase Price by wire transfer to the Transferor's account below.

Transferee	No. of Shares Transferred	Transfer Amount	Transferor's Account
Noh Sang-woo (노상우)	200 shares	₩1,000,000	Vestand, Inc. Address: 104 Apple Blossom Cir. Brea, CA 92821 Bank of America Bank address: 222 Broadway New York, NY 10038 SWIFT code: BOFAUS3N Routing# 121000358 Acc# 325207545276

2. The Transferor shall complete the change of shareholder registration immediately upon receipt of the Purchase Price from the Transferee.

3. All rights held by the Transferor with respect to the Subject Shares shall be transferred to the Transferee pursuant to this Agreement.

Article 3 Put and Call Option Matters (Following Execution of the Above Stock Transfer)

1. "Party B" may request "Party A," in writing or otherwise, one week prior to the date of exercise, to sell to "Party B" all or part of "Party A's" holdings in Vestand Korea Co., Ltd. Upon such request, "Party A" shall sell its holdings in Vestand Korea Co., Ltd. to "Party B."

"Party A" may request "Party B," in writing or otherwise, one week prior to the date of exercise, to purchase from "Party A" all or part of "Party A's" holdings in Vestand Korea Co., Ltd. Upon such request, "Party B" shall purchase "Party A's" holdings in Vestand Korea Co., Ltd.

2. Subject Shares

① Vestand Korea Co., Ltd.: Corporate Registration No. 110111-0936767

② Shares Subject to Request: 200 shares

③ Purchase Price Upon Request: KRW 1,000,000, plus an option premium equal to 10% of such amount, for a total purchase price of KRW 1,100,000.

3. Exercise Period of the Put/Call Option

"Party B" shall hold the put/call option right with respect to the 200 shares held by "Party A" during the period from July 28, 2026 through July 28, 2027.

Article 4 Representations and Warranties

The Transferor represents and warrants to the Transferee that, as of the Execution Date of this Agreement, the following is true and accurate:

a. The Transferor holds complete and unencumbered ownership of the Subject Shares, free of any legal restriction, including the creation of any security interest.

b. The Transferor has proper authority to transfer the Subject Shares in accordance with the articles of incorporation of the subject company and other applicable laws and regulations, and has lawfully completed all procedures required for the transfer of the Subject Shares.

Article 5 Effectiveness of this Agreement

This Agreement shall become effective immediately upon execution, and shall terminate upon completion of the transfer procedures for the Subject Shares under Article 2.

Article 6 Governing Law and Jurisdiction

1. This Agreement shall be interpreted and governed in accordance with the laws of the Republic of Korea.

2. Any and all disputes arising in connection with this Agreement shall be resolved by litigation, with the Seoul Central District Court serving as the court of exclusive jurisdiction for the first instance.

July 30, 2026

"Transferor"

Vestand Inc. /s/ Jiwon Kim

Address: 104 Apple Blossom Circle, Brea, CA 92821

Registration No.: 87-3941448

"Transferee"

Noh Sang-woo /s/ Sang-woo Noh

Address: 201-401 Healing M Town, 652-48 Sinhyeon-dong, Gwangju-si, Gyeonggi-do

Resident Registration No.: 731105-1047919