STOCK (SHARES) PURCHASE AGREEMENT

I. THE PARTIES. This Stock (Shares) Purchase Agreement (“Agreement”) is dated as of July 15, 2025, and is made and entered into by and between:  
  
Buyer: Mario Industries with a mailing address of 123 Innovation Way, Palo Alto, CA 94301 (“Buyer”), and  
  
Seller: Kupa Hill Corp with a mailing address of 456 Secure Lane, Austin, TX 73301 (“Seller”).  
  
Buyer and Seller are each referred to herein as a “Party” and, collectively, as the “Parties.”

II. ENTITY.  
Entity Name: Kupa Hill Cyber Defense Inc.  
Entity Mailing Address: 456 Secure Lane, Austin, TX 73301  
State of Incorporation / Organization: Texas  
Entity Type: Corporation  
Hereinafter known as the “Business Entity.”

III. SHARES. The Buyer agrees to buy and the Seller agrees to sell the following Business Entity:  
  
Number (#) or Percent (%) of Shares: 100%  
Class / Series: Common  
Hereinafter known as the “Shares.”

IV. PURCHASE PRICE. The Buyer agrees to purchase the Shares for $500,000,000 (“Purchase Price”) from the Seller. The Purchase Price shall be paid to the Seller on the Closing Date.

V. CLOSING DATE. The closing shall occur on or before August 1, 2025 (“Closing Date”) at a time and location agreeable by the Parties.

VI. PAYMENT METHODS. On the Closing Date, the Buyer shall deliver the full amount of the Purchase Price by: Bank Wire

VII. DEPOSIT. No deposit is required.

VIII. DUE DILIGENCE PERIOD. Buyer requires a due diligence period. Buyer has until July 25, 2025 at 5:00 PM to notify Seller of its termination of this Agreement.

IX. DELIVERY. Shares and certificates shall be transferred at Closing Date upon receipt of funds.

X. AUTHORITY OF SELLER. The Seller affirms full legal ownership of the Shares, and authority to sell them.

XI. AUTHORITY OF BUYER. The Buyer affirms legal capacity to purchase Shares and understands the investment risks.

XII. DATE AND TIME. Time is of the essence.

XIII. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.

XIV. COUNTERPARTS. This Agreement may be executed in counterparts.

XV. ADDITIONAL TERMS & CONDITIONS. Seller agrees to assist Buyer in post-acquisition integration of cybersecurity teams and IP.

XVI. ENTIRE AGREEMENT. This is the entire agreement between the Parties.

Buyer’s Signature: AAA Date: 17.8.25

Print Name: Mario Industries

Seller’s Signature: BBB Date: 17.8.25

Print Name: Kupa Hill Corp