

MASTER ACQUISITION AGREEMENT

This document is part of the acquisition transaction between GlobalTech Corporation ("Buyer") and InnovateTech Solutions, Inc. ("Seller") dated as of February 15, 2025. This document should be read in conjunction with Document: SCHEDULES TO ACQUISITION AGREEMENT, Document: EXHIBITS TO ACQUISITION AGREEMENT, Document: SELLER DISCLOSURE SCHEDULES, and all other transaction documents.

ARTICLE I - DEFINITIONS

- 1.1 'Acquisition' means the purchase by Buyer of all outstanding capital stock of Seller.
- 1.2 'Purchase Price' means One Hundred Twenty-Five Million Dollars (\$125,000,000), subject to adjustments.
- 1.3 'Closing Date' means April 1, 2025, or such other date as mutually agreed.
- 1.4 'Material Adverse Effect' means any change that is materially adverse to the business of Seller.
- 1.5 'Knowledge of Seller' means the actual knowledge of the officers listed in Schedule 1.5.

ARTICLE II - PURCHASE AND SALE

- 2.1 Subject to the terms hereof, Seller agrees to sell and Buyer agrees to purchase all Shares.
- 2.2 The Purchase Price shall be paid as follows: (a) \$80,000,000 in cash at Closing; (b) \$30,000,000 in Buyer common stock per Document: Stock Purchase Details - Exhibit B; (c) \$15,000,000 in escrow per Document: Escrow Agreement.
- 2.3 Purchase Price adjustments are detailed in Document: Audited Financial Statements.
- 2.4 Working capital target is \$8,500,000 as calculated per Schedule 2.4.

ARTICLE III - REPRESENTATIONS AND WARRANTIES

- 3.1 Organization. Seller is duly organized under Delaware law.
- 3.9 Litigation. Except as set forth in Document: Schedule 3.9 - Litigation and Claims, there are no pending legal proceedings against Seller.
- 3.12 Intellectual Property. All IP is listed in Document: Schedule 3.12 - Intellectual Property. Patent assignments are documented in Document: Patent Assignment Agreements.
- 3.13 Material Contracts. All contracts exceeding \$100,000 annually are in Document: Schedule 3.13 - Material Contracts.

3.15 Employees. Employee matters are disclosed in Document: Schedule 3.15 - Employee Matters.

ARTICLE IV - COVENANTS

- 4.1 Conduct of Business. Prior to Closing, Seller shall operate in ordinary course.
- 4.2 Access. Seller shall provide Buyer access to facilities, books, and records.
- 4.3 Confidentiality. Parties shall comply with Document: Non-Disclosure Agreement.
- 4.4 Non-Competition. Key employees shall execute Document: Non-Competition Agreement.

ARTICLE V - CONDITIONS TO CLOSING

- 5.1 Buyer's conditions: (a) accuracy of representations; (b) material consents obtained; (c) no Material Adverse Effect; (d) receipt of Document: Legal Opinion Letter.
- 5.2 Regulatory approvals as specified in Document: Closing Checklist and Conditions.
- 5.3 Third-party consents from customers in Document: Major Customer Contract Summaries.

SECTION 6

Additional provisions related to MASTER ACQUISITION AGREEMENT.

All terms defined in Document: Master Acquisition Agreement apply herein.

Cross-reference: See SCHEDULES TO ACQUISITION AGREEMENT for related provisions.

The parties acknowledge receipt of all schedules and exhibits referenced herein.

This section shall survive the Closing Date as specified in Article VIII of the Master Agreement.

SECTION 7

Additional provisions related to MASTER ACQUISITION AGREEMENT.

All terms defined in Document: Master Acquisition Agreement apply herein.

Cross-reference: See EXHIBITS TO ACQUISITION AGREEMENT for related provisions.

The parties acknowledge receipt of all schedules and exhibits referenced herein.

This section shall survive the Closing Date as specified in Article VIII of the Master Agreement.

SECTION 8

Additional provisions related to MASTER ACQUISITION AGREEMENT.

All terms defined in Document: Master Acquisition Agreement apply herein.

Cross-reference: See SELLER DISCLOSURE SCHEDULES for related provisions.

The parties acknowledge receipt of all schedules and exhibits referenced herein.

This section shall survive the Closing Date as specified in Article VIII of the Master Agreement.