

ACQUISITION AGREEMENT

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This Acquisition Agreement ("Agreement") is entered into as of January 15, 2025, by and between TechCorp Industries, Inc. ("Buyer") and StartupXYZ LLC ("Seller").

ARTICLE I - DEFINITIONS

- 1.1 "Acquisition" means the purchase of all outstanding shares of Seller by Buyer.
- 1.2 "Purchase Price" means \$45,000,000 USD as detailed in **Exhibit A - Financial Terms**.
- 1.3 "Closing Date" means March 1, 2025, subject to conditions in Article IV.
- 1.4 "Employee Matters" shall be governed by **Schedule 3 - Employee Transition Plan**.

ARTICLE II - PURCHASE AND SALE

2.1 Subject to the terms and conditions of this Agreement, Seller agrees to sell, and Buyer agrees to purchase, all of the issued and outstanding shares of Seller.

- 2.2 The Purchase Price shall be paid as follows:
- (a) \$30,000,000 in cash at Closing
 - (b) \$10,000,000 in Buyer's common stock (see **Exhibit B - Stock Valuation**)
 - (c) \$5,000,000 in earnout payments (see **Exhibit C - Earnout Terms**)

ARTICLE III - REPRESENTATIONS AND WARRANTIES

3.1 Seller represents and warrants that the financial statements provided in **Document: Due Diligence Report** are accurate and complete.

3.2 Seller represents that all intellectual property is properly documented in **Schedule 1 - IP Assets** and is free of encumbrances as certified in **Document: IP Certification Letter**.

3.3 All material contracts are listed in **Schedule 2 - Material Contracts**.

ARTICLE IV - CONDITIONS TO CLOSING

- 4.1 Buyer's obligation to close is subject to:
- (a) Receipt of regulatory approval as documented in **Document: Regulatory Approval Letter**
 - (b) Completion of due diligence per **Document: Due Diligence Report**
 - (c) No material adverse change as defined in Section 1.5
- 4.2 Both parties acknowledge the risks identified in **Document: Risk Assessment Memo**.

ARTICLE V - CONFIDENTIALITY

5.1 This Agreement is subject to the terms of the **Document: Non-Disclosure Agreement** executed between the parties on October 1, 2024.

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

TechCorp Industries, Inc.

By: James Mitchell, CEO

StartupXYZ LLC

By: Sarah Chen, Founder & CEO