

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): **December 1, 2025**

NOCERA, INC.

(Exact name of registrant as specified in charter)

Nevada

(State or other jurisdiction
of incorporation)

001-41434

(Commission
File Number)

16-1626611

(IRS Employer
Identification No.)

3F (Building B), No. 185, Sec. 1, Datong Rd., Xizhi Dist., New Taipei City Taiwan 221, ROC

(Address of principal executive offices and zip code)

(886) 910-163-358

(Registrant's telephone number, including area code)

N/A

(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 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: None

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	NCRA	The Nasdaq Stock Market LLC

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. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On December 1, 2025, Nocera, Inc. (the “Investor”) entered into a Stock Purchase Agreement (the “Agreement”) with LONGWOOL (the “Company”), a French corporation (société par actions simplifiée, or SAS), pursuant to which the Investor agreed to purchase from the Company, and the Company agreed to issue and sell to the Investor, a number of equity securities newly issued by the Company representing 35% of the Company’s outstanding equity (the “Shares”).

The purchase price for the Shares is \$400,000, payable by wire transfer at closing. The closing of the transaction will occur remotely on a date mutually agreed by the parties. Pursuant to the Agreement, the Company will deliver customary closing deliverables, and the Investor will deliver the purchase price at closing.

The Agreement contains customary representations, warranties, and covenants. The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	<u>Form of Stock Purchase Agreement, dated December 1, 2025, by and between LONGWOOL and Nocera, Inc.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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.

NOCERA, INC.

Date: December 5, 2025

By: /s/ Andy Ching-An Jin
Name: Andy Ching-An Jin
Title: Chief Executive Officer

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this “Agreement”) is entered into as of December 1, 2025 (the “Effective Date”), by and between:

LONGWOOL, a société par actions simplifiée (SAS) organized under the laws of France, with its principal place of business at 1-3 Place Martin Levasseur, 93400 Saint-Ouen-sur-Seine, France (the “Company”),

and

Nocera Inc., a Nevada corporation, with its principal place of business at 3F, No.185, Sec 1, Datong Rd, Xizhi Dist, New Taipei City 221, Taiwan (R.O.C.) (the “Investor”).

RECITALS

WHEREAS, the Company is engaged in the development and operation of global smart payment systems, including multi-region acquiring, intelligent routing, localized payment methods, and real-time risk management;

WHEREAS, the Investor desires to purchase, and the Company desires to issue, certain shares of the Company’s ordinary/common stock on the terms and conditions set forth herein;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I — PURCHASE AND SALE OF SHARES

1.1 Authorization and Issuance of Shares. The Company agrees to issue and sell to the Investor, and the Investor agrees to purchase from the Company, such number of shares representing 35% of the Company’s equity (the “Shares”).

1.2 Purchase Price. The purchase price for the Shares shall be USD 400,000 in total (the “Purchase Price”).

1.3 Closing. The closing of the purchase and sale of the Shares (the “Closing”) shall take place remotely via electronic exchange of documents on a date mutually agreed by the Parties.

ARTICLE II — CLOSING DELIVERABLES

2.1 Company Deliverables. At Closing, the Company shall deliver:

- (a) evidence of issuance of the Shares in book-entry form, or a share certificate if applicable;
- (b) a certificate of an authorized officer confirming the accuracy of representations and warranties; and
- (c) copies of all necessary corporate approvals authorizing the issuance of the Shares.

2.2 Investor Deliverables. At Closing, the Investor shall deliver the Purchase Price by wire transfer to the bank account designated by the Company.

ARTICLE III — REPRESENTATIONS AND WARRANTIES OF THE COMPANY

- 3.1 Organization. The Company is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation.
- 3.2 Authorization. The Company has full corporate power and authority to execute, deliver, and perform this Agreement and to issue the Shares.
- 3.3 Valid Issuance. The Shares, when issued in accordance with this Agreement, will be duly authorized, validly issued, fully paid, and non-assessable.
- 3.4 Compliance. The execution of this Agreement and the issuance of the Shares will not violate any applicable laws or the Company's organizational documents.

ARTICLE IV — REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

- 4.1 Authorization. The Investor has full power and authority to execute and deliver this Agreement and purchase the Shares.
- 4.2 Investment Purpose. The Investor is acquiring the Shares for investment purposes only and not with a view to distribution.
- 4.3 Sophistication. The Investor has the financial capability and experience to evaluate the risks of this investment.

ARTICLE V — COVENANTS

- 5.1 Use of Proceeds. The Company shall use the proceeds from the sale of the Shares for general corporate purposes, including operational expansion, technology development, and regulatory compliance.
- 5.2 Information Rights. For so long as the Investor holds Shares, the Company shall provide:
- (a) annual financial statements within 120 days after the fiscal year-end;
 - (b) quarterly business updates within 45 days after each quarter; and
 - (c) reasonable access to information customarily provided to shareholders under applicable law.

ARTICLE VI — CONFIDENTIALITY

- 6.1 Confidentiality. Each Party agrees to maintain in confidence all non-public information provided by the other Party in connection with this Agreement, except as required by law or regulation.

ARTICLE VII — MISCELLANEOUS

- 7.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of France, without regard to conflict of law principles.
- 7.2 Notices. All notices required hereunder shall be in writing and delivered by email or courier to the addresses designated by the Parties.
- 7.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof.
- 7.4 Amendments. No amendment to this Agreement shall be effective unless in writing and signed by both Parties.
- 7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

THE COMPANY:

By: _____
Name: ZHANG Yilong
Title: President

THE INVESTOR:

By: _____
Name: Song Yuan Teng
Title: Director