

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

<b>Title of each class</b>	<b>Trading Symbol</b>	<b>Name of each exchange on which registered</b>
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 “Company”) entered into an Equity Transfer Agreement (the “Agreement”) with Yinuo Investment Consulting Co., Limited, a limited company organized under the laws of Hong Kong (the “Buyer”).

Under the Agreement, the Company agreed to sell, assign, and transfer to the Buyer eighty percent (80%) of the Company’s variable interest entity equity interests in Meixin Institutional Food Development Co., Ltd., a Taiwan corporation engaged in the food processing and catering business (“Meixin”), for a total purchase price of \$420,000.

The Agreement contains customary representations, warranties, and conditions to closing, which has not yet occurred and will take place on a date mutually agreed by the parties following satisfaction of the conditions set forth in the Agreement.

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, which is filed as Exhibit 10.1 to this Current Report and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Equity Transfer Agreement, dated December 1, 2025, by and between Nocera, Inc. and Yinuo Investment Consulting Co., Limited.</a>
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 2, 2025

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

**EQUITY TRANSFER AGREEMENT**  
**MEIXIN INSTITUTIONAL FOOD DEVELOPMENT CO., LTD.**

This Equity Transfer Agreement (this “**Agreement**”) is entered into as of December 1, 2025 (the “**Effective Date**”), by and between Nocera, Inc., a Nevada corporation listed on The Nasdaq Capital Market (the “**Seller**”), and Yinuo Investment Consulting Co., Limited, a limited company incorporated in Hong Kong and existing under the laws of Hong Kong (the “**Buyer**”). Seller and Buyer are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

Seller currently holds, through contractual arrangements, eighty percent (80%) of the variable interest entity equity interests of Meixin Institutional Food Development Co., Ltd., a Taiwan corporation engaged in the food processing and catering business (“**Meixin**”).

**NOW, THEREFORE, the Parties agree as follows:**

1. **Sale and Transfer of Equity Interests.** Seller hereby sells, assigns, transfers, and conveys to Buyer, and Buyer hereby purchases and accepts from Seller, all of Seller’s right, title, and interest in and to 80% of Seller’s VIE equity interests in Meixin (the “**Equity Interests**”), free and clear of all liens, pledges, encumbrances, and adverse claims. The transfer includes the assignment of all contractual rights forming the VIE structure through which Seller exercises control and receives economic benefits from Meixin, including any equity pledge agreements, exclusive business cooperation agreements, powers of attorney, or related instruments.
2. **Consideration.** As consideration for the Equity Interests, Buyer shall pay to Seller an aggregate purchase price of Four Hundred Twenty Thousand U.S. Dollars (US\$420,000) (the “**Transaction Amount**”). The payment mechanics, form of consideration, and delivery instructions for the Transaction Amount shall be as agreed between the Parties and set forth in the closing deliverables.
3. **Closing.** The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall occur on the date mutually agreed by the Parties (the “**Closing Date**”), either in person or by electronic exchange of executed documents. At the Closing, Seller shall deliver all transfer instruments, VIE assignment documents, corporate approvals, and any government filings necessary to effectuate the transfer of the Equity Interests. Buyer shall deliver the Transaction Amount and all authorizations required under its governing documents.
4. **Seller’s Representations and Warranties.** Seller represents and warrants that it owns the eighty percent (80%) VIE interest in Meixin, free and clear of all liens and encumbrances, that Seller has all requisite corporate power and authority to enter into this Agreement, that the execution and performance of this Agreement have been duly authorized, that this



Agreement constitutes a legal, valid, and binding obligation of Seller, and that the VIE agreements relating to Meixin are valid, enforceable, and in full force and effect.

5. **Buyer's Representations and Warranties.** Buyer represents and warrants that it has full corporate power and authority to enter into and perform this Agreement, that this Agreement constitutes a legal, valid, and binding obligation of Buyer, and that Buyer possesses, or will possess as of the Closing, the financial capacity to deliver the Transaction Amount.
6. **Covenants of the Parties.** Seller shall cause Meixin to operate in the ordinary course of business between the Effective Date and the Closing. Each Party shall execute and deliver all further documents, instruments, and assurances reasonably required to carry out the purposes of this Agreement, including documents required by Taiwanese or U.S. authorities. Seller shall prepare and make any filings required under applicable U.S. securities laws or Nasdaq rules in connection with the disposition.
7. **Conditions to Closing.** The obligations of each Party to consummate the Closing are conditioned upon the execution and delivery of all required transfer instruments, completion of all VIE assignment documentation, and delivery of the Transaction Amount. The Parties may mutually agree to additional conditions in writing.
8. **Indemnification.** Seller shall indemnify Buyer from any losses arising out of any breach of Seller's representations, warranties, or covenants or from any liabilities of Meixin arising prior to the Closing. Buyer shall indemnify Seller for any losses arising out of Buyer's breach of this Agreement or from Buyer's operation or ownership of Meixin after the Closing. The indemnification obligations set forth in this Section shall survive the Closing.
9. **Termination.** This Agreement may be terminated by mutual written agreement of the Parties or by either Party if the Closing has not occurred by a date to be mutually agreed by the Parties, provided that the terminating Party is not itself in material breach of this Agreement.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict-of-law principles.
11. **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by reputable overnight courier, or emailed to the addresses or email contacts designated by the Parties.



12. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. No amendment or modification shall be effective unless in writing and signed by both Parties.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

*[Signature page to follow]*



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

**SELLER**

NOCERA, INC.

By: \_\_\_\_\_

Name: Song-Yuan Teng

Title: Director

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**BUYER**

Yinuo Investment Consulting Co., Limited

By: \_\_\_\_\_

Name: Chen Yi-Qi

Title: Director

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