

WISESAT.SPACE HOLDINGS CORP.

Filed by
WISEQEY CORP.

FORM SC 13D (Statement of Beneficial Ownership)

Filed 10/08/26

Telephone	41-22-594-3000
CIK	0002101411
Symbol	SAIQ
Industry	Semiconductors
Sector	Technology
Fiscal Year	12/31

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

WISat.Space Holdings Corp.

(Name of Issuer)

Ordinary Shares, no par value

(Title of Class of Securities)

G9723W109

(CUSIP Numbers)

Carlos Moreira
WISat.Space Corp., Craigmuir Chambers, Road Town
Tortola, D8, VG 1110
011-41-22-594-3000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

10/01/2026

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP
Number(s): G9723W109

1

Name of reporting person

WISat.Space Corp.

2	Check the appropriate box if a member of a Group (See Instructions) ☒ (a) ☐ (b)	
3	SEC use only	
4	Source of funds (See Instructions) WC	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐	
6	Citizenship or place of organization VIRGIN ISLANDS, BRITISH	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power: 24,427,539.00
	8	Shared Voting Power: 1,977,816.00
	9	Sole Dispositive Power: 23,387,061.00
	10	Shared Dispositive Power: 3,018,294.00
11	Aggregate amount beneficially owned by each reporting person 26,405,355.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐	
13	Percent of class represented by amount in Row (11) 88.5 %	
14	Type of Reporting Person (See Instructions) CO	

Comment for Type of Reporting Person: 1 Note to WISeQey cover page: The amounts reported above relate to the WISeSat Ordinary Shares and include WISeSat Ordinary Shares issuable upon conversion of WISeSat Class F Shares. Each WISeSat Class F Share is convertible at any time, at the option of the holder, into one WISeSat Ordinary Share. The WISeSat Class F Shares are not registered under Section 12 of the Exchange Act, and the WISeSat Ordinary Shares issuable upon conversion thereof are deemed outstanding, pursuant to Rule 13d-3(d)(1) under the Exchange Act, solely for purposes of computing the percentage of the class beneficially owned by the Reporting Person. WISeQey may be deemed to beneficially own securities held directly by SEALSQ by virtue of WISeQey's ownership of approximately 51% of SEALSQ's voting power, which gives WISeQey the ability to direct or cause the direction of SEALSQ's management and policies. WISeQey may be deemed to beneficially own securities held directly by SEALSQ by virtue of WISeQey's voting power in SEALSQ and the Class F Shareholders Agreement. WISeQey disclaims beneficial ownership of securities held directly by SEALSQ except to the extent of any pecuniary interest therein, if any, or to the extent WISeQey may be deemed to have or share voting or dispositive power over such securities. See Item 5.

SCHEDULE 13D

CUSIP Number(s): G9723W109

1	Name of reporting person SEALSQ Corp
	Check the appropriate box if a member of a Group (See Instructions)

2	☒ (a) ☐ (b)								
3	SEC use only								
4	Source of funds (See Instructions) WC								
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐								
6	Citizenship or place of organization VIRGIN ISLANDS, BRITISH								
Number of Shares Beneficially Owned by Each Reporting Person With:	<table border="1"> <tr> <td>7</td> <td>Sole Voting Power: 0.00</td> </tr> <tr> <td>8</td> <td>Shared Voting Power: 1,977,816.00</td> </tr> <tr> <td>9</td> <td>Sole Dispositive Power: 0.00</td> </tr> <tr> <td>10</td> <td>Shared Dispositive Power: 3,018,294.00</td> </tr> </table>	7	Sole Voting Power: 0.00	8	Shared Voting Power: 1,977,816.00	9	Sole Dispositive Power: 0.00	10	Shared Dispositive Power: 3,018,294.00
7	Sole Voting Power: 0.00								
8	Shared Voting Power: 1,977,816.00								
9	Sole Dispositive Power: 0.00								
10	Shared Dispositive Power: 3,018,294.00								
11	Aggregate amount beneficially owned by each reporting person 3,018,294.00								
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐								
13	Percent of class represented by amount in Row (11) 10.1 %								
14	Type of Reporting Person (See Instructions) CO								

Comment for Type of Reporting Person: 2 Note to SEALSQ cover page: The amounts reported above relate to the WISeSat Ordinary Shares and include WISeSat Ordinary Shares issuable upon conversion of WISeSat Class F Shares. Each WISeSat Class F Share is convertible at any time, at the option of the holder, into one WISeSat Ordinary Share. The WISeSat Class F Shares are not registered under Section 12 of the Exchange Act, and the WISeSat Ordinary Shares issuable upon conversion thereof are deemed outstanding, pursuant to Rule 13d-3(d)(1) under the Exchange Act, solely for purposes of computing the percentage of the class beneficially owned by the Reporting Person. Except as indicated below, all WISeSat's securities owned by SEALSQ are reported as shared with WISeQey because WISeQey owns approximately 51% of SEALSQ's voting power, giving WISeQey the ability to direct or cause the direction of SEALSQ's management and policies, and, as to the WISeSat Class F Shares owned by SEALSQ, because of the Class F Shareholders Agreement. See Item 5.

SCHEDULE 13D

CUSIP Number(s): G9723W109

1	Name of reporting person Carlos Moreira
2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)

3	SEC use only	
4	Source of funds (See Instructions) OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐	
6	Citizenship or place of organization SWITZERLAND	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power: 0.00
	8	Shared Voting Power: 26,405,355.00
	9	Sole Dispositive Power: 0.00
	10	Shared Dispositive Power: 26,405,355.00
11	Aggregate amount beneficially owned by each reporting person 26,405,355.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐	
13	Percent of class represented by amount in Row (11) 88.5 %	
14	Type of Reporting Person (See Instructions) IN	

Comment for Type of Reporting Person: 3 Note to Carlos Moreira cover page: Mr. Moreira does not own any WISeSat Ordinary Shares or WISeSat Class F Shares directly. Mr. Moreira may be deemed to share voting and dispositive power over all 26,405,355 WISeSat Ordinary Shares (on an as-converted basis) reported herein by virtue of his ownership of approximately 49.79607% of the voting power of WISeQey and his positions as Chief Executive Officer and a director of WISeQey, which may give him the ability to direct or cause the direction of WISeQey's management and policies. WISeQey in turn may be deemed to beneficially own all securities held directly by SEALSQ because of WISeQey's approximately 51% voting power in SEALSQ, as described in the WISeQey cover page note above. Mr. Moreira may be deemed to beneficially own certain securities reported herein by virtue of his voting power in WISeQey and his positions as Chief Executive Officer and a director of WISeQey. Mr. Moreira disclaims beneficial ownership of such securities except to the extent of any pecuniary interest therein, if any, or to the extent he may be deemed to have or share voting or dispositive power over such securities. See Item 5.

SCHEDULE 13D

Item 1. Security and Issuer

(a) Title of Class of Securities:

Ordinary Shares, no par value

(b) Name of Issuer:

WISeSat.Space Holdings Corp.

(c) Address of Issuer's Principal Executive Offices:

Craigmuir Chambers, Road Town, Tortola, VIRGIN ISLANDS, BRITISH , VG1110.

Item 1 Comment: This Schedule 13D (this "Statement") relates to the Ordinary Shares, no par value (the "WISeSat Ordinary Shares"), of WISeSat.Space Holdings Corp., a British Virgin Islands business company (the "Issuer" or "WISeSat"). The principal executive offices of the Issuer are located at Craigmuir Chambers, Road Town, Tortola, British Virgin Islands VG1110. The WISeSat Ordinary Shares trade on the Nasdaq Stock Market under the symbol "SAIQ."

Item 2. Identity and Background

- (a) This Statement is being filed jointly by WISEqey Corp., a British Virgin Islands company ("WISEqey"), SEALSQ Corp., a British Virgin Islands company ("SEALSQ"), and Carlos Moreira ("Mr. Moreira" and, together with WISEqey and SEALSQ, the "Reporting Persons"), pursuant to Rule 13d-1(k). WISEqey and SEALSQ may be deemed to constitute a group within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, as described in Item 6 below. Mr. Moreira is included as a Reporting Person because he may be deemed to beneficially own the securities reported herein by virtue of his voting power in WISEqey and his positions as Chief Executive Officer and a director of WISEqey, as described in Item 5.
- (b) The principal business address of WISEqey is Craigmuir Chambers, Road Town, Tortola, British Virgin Islands VG1110. The principal business address of SEALSQ is Craigmuir Chambers, Road Town, Tortola, British Virgin Islands VG1110. The business address of Mr. Moreira is c/o WISEqey Corp, Esplanade de Pont-Rouge 4, 1212 Grand-Lancy, Switzerland.
- (c) WISEqey's principal business is post-quantum cybersecurity, digital identity, space technology and Internet of Things solutions, including semiconductor technology. WISEqey's shares are listed on Nasdaq and the SIX Swiss Exchange under the symbol "WQEQY". SEALSQ's principal business is semiconductor and post-quantum technology solutions. SEALSQ's shares are listed on the Nasdaq Stock Market under the symbol "LAES." Mr. Moreira's present principal occupation is Chief Executive Officer and a director of WISEqey, the address of which is set forth in Item 2(b) above.
- (d) During the last five years, none of the Reporting Persons has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which any Reporting Person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) WISEqey is organized under the laws of the British Virgin Islands and SEALSQ is organized under the laws of the British Virgin Islands. Mr. Moreira is a citizen of Switzerland.

The executive officers and directors of WISEqey and SEALSQ and their background information are set forth in Exhibits 99.1 and 99.2 attached hereto and incorporated herein by reference.

Item 3. Source and Amount of Funds or Other Consideration

Share Exchange. The WISESat Ordinary Shares and WISESat Class F Shares beneficially owned directly by the Reporting Persons were acquired pursuant to the Share Exchange contemplated by the Business Combination Agreement, dated as of November 9, 2025, as amended on August 6, 2026 (as so amended, the "BCA"), by and among Columbus Acquisition Corp., a Cayman Islands exempted company ("CAC"), WISESat.Space Holdings Corp., a British Virgin Islands business company ("WISESat"), WISESat Merger Sub Corp., a Cayman Islands exempted company and wholly-owned subsidiary of WISESat ("Merger Sub"), WISESat.Space Corp., a British Virgin Islands business company (d/b/a SpaceAIQ Corp., "SpaceAIQ"), and WISEqey, to which SEALSQ became a party as a Seller pursuant to a Joinder Agreement dated as of December 12, 2025. SEALSQ provided \$10,000,000 of Transaction Financing into SpaceAIQ or its subsidiaries in accordance with the terms of the BCA in exchange for SpaceAIQ ordinary shares and Class F shares. The source of funds for the Transaction Financing was working capital of SEALSQ.

Pursuant to the BCA, at the closing of the transactions contemplated thereby (the "Closing"), WISEqey and SEALSQ each exchanged the ordinary shares and Class F shares of SpaceAIQ held directly by it for WISESat Ordinary Shares and WISESat Class F Shares. The aggregate exchange consideration was based on an equity value of \$250,000,000, plus Transaction Financing of \$10,000,000, totaling \$260,000,000, divided by \$10.00 per share, resulting in 26,000,000 total WISESat Shares to be issued to the Sellers in connection with the Share Exchange (consisting of (i) 11,312,122 WISESat Ordinary Shares issued to WISEqey, (ii) 11,956,922 WISESat Class F Shares issued to WISEqey, (iii) 1,040,478 WISESat Ordinary Shares issued to SEALSQ and (iv) 1,040,478 WISESat Class F Shares issued to SEALSQ).

No cash consideration was paid by any Reporting Person in connection with its acquisition of the WISESat Ordinary Shares and WISESat Class F Shares in the Share Exchange. The source of the consideration was the exchange of SpaceAIQ shares previously held directly by the applicable Reporting Person.

SpaceAIQ Notes. Pursuant to Section 8.16 of the BCA, the aggregate amount owing under the Company Notes (as defined in the BCA) for SpaceAIQ's portion of the Extension Payments (as defined in the BCA) as of the Closing was \$225,000, and as of the Closing, SpaceAIQ had loaned to CAC an aggregate of \$900,000, both of which were treated as Company Notes in accordance with Section 8.16(b) of the BCA. The proceeds of the Company Notes were payable at the Closing to WISEqey and SEALSQ, who were entitled to receive either cash or additional WISESat Ordinary Shares at the Closing. WISEqey and SEALSQ elected to receive, in full satisfaction of the Company Notes, an aggregate of 128,571 WISESat Ordinary Shares, which WISESat issued as follows: (i) 118,017 WISESat Ordinary Shares to WISEqey and (ii) 10,554 WISESat Ordinary Shares to SEALSQ. Upon such issuance, the Company Notes were deemed repaid, satisfied and discharged in full.

PIPE Investment. Pursuant to a Subscription Agreement dated August 6, 2026 (the "Subscription Agreement") between SEALSQ and WISESat, SEALSQ subscribed for WISESat Ordinary Shares with a PIPE Investment Amount of \$10,000,000. At the Closing, SEALSQ received 926,784 WISESat Ordinary Shares based on the Redemption Price of \$10.79 per share. SEALSQ may also be entitled to receive up to 1,073,216 Additional Subscription Shares if the VWAP Price of the WISESat Ordinary Shares is below the PIPE Purchase Price (subject to a floor of \$5.00 per share). The source of funds for the PIPE Investment was working capital of SEALSQ.

Item 4. Purpose of Transaction

The Reporting Persons acquired the securities of the Issuer reported herein pursuant to the Share Exchange contemplated by the BCA. The purpose of the Share Exchange was to effect a business combination whereby SpaceAIQ (formerly a wholly-owned subsidiary of WISEqey, d/b/a SpaceAIQ Corp.) became a subsidiary of WISESat, a newly formed holding company, and CAC merged with and into Merger Sub, with CAC surviving as a wholly-owned subsidiary of WISESat (the "Merger" and, together with the Share Exchange, the "Business Combination"). SEALSQ also acquired WISESat Ordinary Shares as a PIPE Investor under the Subscription Agreement. SEALSQ made its PIPE Investment, and provided \$10,000,000 of Transaction Financing into SpaceAIQ prior to

the Closing, to support the Business Combination and the Issuer's ongoing business operations. In addition, WISEQey and SEALSQ acquired an aggregate of 128,571 WISESat Ordinary Shares at the Closing in full satisfaction of the Company Notes (as defined in the BCA), which represented SpaceAIQ's portion of the Extension Payments (as defined in the BCA) and loans made by SpaceAIQ to CAC in connection with the Business Combination.

Following the Closing, WISESat is a "controlled company" within the meaning of the Nasdaq Stock Market listing rules. WISEQey holds more than 50% of the voting power of SEALSQ and, through its direct and sole voting power over WISESat Class F Shares, has significant voting influence over WISESat.

The Reporting Persons acquired the WISESat Shares for investment purposes and intend to review their investment in the Issuer on a continuing basis. Depending on various factors, including without limitation, the Issuer's business, financial condition, results of operations, prospects, the price and availability of shares of the Issuer, conditions in the securities and capital markets generally, other investment and business opportunities, and other factors, the Reporting Persons may from time to time:

- o acquire additional securities of the Issuer or dispose of some or all of the securities of the Issuer beneficially owned by the Reporting Persons, in the open market, in privately negotiated transactions, or otherwise;
- o distribute up to 10% of the Exchange Shares received by WISEQey to WISEQey's own shareholders, subject to the lock-up provisions described in Item 6 below;
- o propose or participate in one or more of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D;
- o take any other action with respect to the Issuer or any of its securities, in any manner permitted by law; or
- o change its intention with respect to any or all of the matters referred to in this Item 4.

WISEQey intends to exercise the voting rights associated with its direct WISESat securities in a manner consistent with its interests. Under the Class F Shareholders Agreement, all holders of WISESat Class F Shares are required to vote in accordance with the instructions of the majority holder of WISESat Class F Shares. WISEQey is the majority holder. Accordingly, WISEQey and SEALSQ may be deemed to constitute a group under Section 13(d)(3) and to share voting power over WISESat Class F Shares held by the parties to that agreement.

Except as described above and in this Statement, the Reporting Persons do not have any present plan or proposal that would relate to or result in any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

- (a) As of the date of this Statement, the securities reported by the Reporting Persons consist of the following, in each case calculated on an as-converted basis where applicable: (i) "WISEQey Ordinary Shares" means 11,430,139 WISESat Ordinary Shares held directly by WISEQey; (ii) "WISEQey Class F Conversion Shares" means 11,956,922 WISESat Ordinary Shares issuable upon conversion of 11,956,922 WISESat Class F Shares held directly by WISEQey; (iii) "SEALSQ Ordinary Shares" means 1,977,816 WISESat Ordinary Shares held directly by SEALSQ, including any WISESat Ordinary Shares received at Closing, pursuant to the PIPE Investment and the SpaceAIQ Note; and (iv) "SEALSQ Class F Conversion Shares" means 1,040,478 WISESat Ordinary Shares issuable upon conversion of 1,040,478 WISESat Class F Shares held directly by SEALSQ.

This Statement relates to the WISESat Ordinary Shares. WISESat Class F Shares are included only on an as-converted basis because each WISESat Class F Share is convertible at any time on a one-for-one basis into a WISESat Ordinary Share. WISESat Class F Shares carry special voting rights and, in the aggregate, represent 49.99% of the total voting power of all outstanding WISESat Shares. The WISESat Ordinary Shares and WISESat Class F Shares vote together as a single class on matters submitted to a vote of WISESat shareholders. Each WISESat Class F Share is convertible into one WISESat Ordinary Share at the option of the holder, subject to the applicable transfer restrictions. Because this Statement relates to WISESat Ordinary Shares, WISESat Class F Shares are reflected only as WISESat Class F Conversion Shares.

WISEQey and SEALSQ may be deemed to constitute a group within the meaning of Section 13(d)(3) because the Class F Shareholders Agreement requires all holders of WISESat Class F Shares to vote in accordance with the instructions of the majority holder of WISESat Class F Shares, currently WISEQey.

WISEQey may be deemed to beneficially own the SEALSQ Class F Conversion Shares for voting-power purposes because of the Class F Shareholders Agreement. WISEQey may also be deemed to beneficially own all SEALSQ-held securities (including SEALSQ Ordinary Shares and SEALSQ Class F Conversion Shares) by virtue of WISEQey's ownership of approximately 51% of SEALSQ's voting power, which gives WISEQey the ability to direct or cause the direction of SEALSQ's management and policies within the meaning of Rule 13d-3(a) under the Exchange Act and the Rule 12b-2 definition of "control." Accordingly, the cover pages attribute to WISEQey (i) sole voting power over the SEALSQ Class F Conversion Shares, (ii) shared voting power over the SEALSQ Ordinary Shares and (iii) shared dispositive power over all SEALSQ-held securities (including the SEALSQ Ordinary Shares and the SEALSQ Class F Conversion Shares).

On an as-converted basis, the Reporting Persons in the aggregate may be deemed to beneficially own 26,405,355 WISESat Ordinary Shares, consisting of 11,430,139 WISEQey Ordinary Shares, 11,956,922 WISEQey Class F Conversion Shares, 1,977,816 SEALSQ Ordinary Shares, and 1,040,478 SEALSQ Class F Conversion Shares. Mr. Moreira does not directly own any WISESat Ordinary Shares or WISESat Class F Shares, but may be deemed to beneficially own all 26,405,355 WISESat Ordinary Shares reported herein on an as-converted basis by virtue of his ownership of approximately 49.79607% of the voting power of WISEQey and his positions as Chief Executive Officer and a director of WISEQey. Based on 16,818,772 WISESat Ordinary Shares outstanding as of the Closing (or 29,816,172 WISESat Ordinary Shares on a fully diluted, as-converted basis, including WISESat Class F Shares), WISEQey may be deemed to beneficially own approximately 79.72% of the WISESat Ordinary Shares (or approximately 88.5% WISESat Ordinary Shares on a fully diluted, as-converted basis, including WISESat Class F Shares), SEALSQ directly owns approximately 11.7% of the WISESat Ordinary Shares (or approximately 10.1% WISESat Ordinary Shares on a fully diluted, as-converted basis, including WISESat Class F Shares), and Mr. Moreira may be deemed to beneficially own approximately 79.72% of the WISESat Ordinary Shares (or approximately 88.5% WISESat Ordinary Shares on a fully diluted, as-converted basis, including WISESat Class F Shares).

- (b) The following sets forth, for each Reporting Person, the number of WISESat Ordinary Shares (on an as-converted basis) as to which such Reporting Person has sole power to vote or direct the vote, shared power to vote or direct the vote, sole power to dispose or direct the disposition, and shared power to dispose or direct the disposition.

WISEQey has (i) sole voting power over 24,427,539 WISESat Ordinary Shares, comprising (x) 11,430,139 WISESat Ordinary Shares held directly by WISEQey, (y) 11,956,922 WISESat Ordinary Shares issuable upon conversion of 11,956,922 WISESat Class F Shares held directly by WISEQey, and (z) 1,040,478 WISESat Ordinary Shares issuable upon conversion of 1,040,478 WISESat Class F Shares held directly by SEALSQ, (ii) sole dispositive power

over 23,387,061 WISESat Ordinary Shares, comprising 11,430,139 WISESat Ordinary Shares held directly by WISEQey and 11,956,922 WISESat Ordinary Shares issuable upon conversion of 11,956,922 WISESat Class F Shares held directly by WISEQey (iii) shared voting power over 1,977,816 WISESat Ordinary Shares attributable to securities held directly by SEALSQ, comprising 1,977,816 WISESat Ordinary Shares held directly by SEALSQ, and (iv) shared dispositive power over 3,018,294 WISESat Ordinary Shares attributable to securities held directly by SEALSQ, comprising 1,977,816 WISESat Ordinary Shares held directly by SEALSQ and 1,040,478 WISESat Ordinary Shares issuable upon conversion of 1,040,478 WISESat Class F Shares held directly by SEALSQ. WISEQey may be deemed to have sole voting power over the SEALSQ Class F Conversion Shares, share voting power over the SEALSQ Ordinary Shares, and share dispositive power over all SEALSQ-held securities because of WISEQey's ownership of approximately 51% of SEALSQ's voting power, which gives WISEQey the ability to direct or cause the direction of SEALSQ's management and policies, and, as to the SEALSQ Class F Conversion Shares, also because of the Class F Shareholders Agreement.

SEALSQ has (i) no sole voting power, (ii) shared voting power over 1,977,816 WISESat Ordinary Shares held directly by SEALSQ, which does not include the 1,040,478 WISESat Ordinary Shares issuable upon conversion of the WISESat Class F Shares held directly by SEALSQ because, pursuant to the Class F Shareholders Agreement, WISEQey has the sole power to direct the vote of such WISESat Class F Shares, (iii) no sole dispositive power, and (iv) shared dispositive power over 3,018,294 WISESat Ordinary Shares, comprising 1,977,816 WISESat Ordinary Shares held directly by SEALSQ and 1,040,478 WISESat Ordinary Shares issuable upon conversion of 1,040,478 WISESat Class F Shares held directly by SEALSQ.

Mr. Moreira has (i) no sole voting power, (ii) shared voting power over 26,405,355 WISESat Ordinary Shares, (iii) no sole dispositive power, and (iv) shared dispositive power over 26,405,355 WISESat Ordinary Shares, in each case consisting of all securities reported herein as beneficially owned by WISEQey. Mr. Moreira may be deemed to share voting and dispositive power over all securities reported herein by virtue of his ownership of approximately 49.79607% of the voting power of WISEQey and his positions as Chief Executive Officer and a director of WISEQey.

The dispositive power of each Reporting Person is subject to the transfer restrictions applicable to WISESat Class F Shares and any applicable lock-ups.

- (c) Except as described in this Statement, none of the Reporting Persons nor, to its or his knowledge, any person named in Exhibits 99.1 and 99.2 hereto has effected any transaction in the securities of the Issuer during the past sixty days.
- (d) Each Reporting Person has the right to receive or the power to direct the receipt of dividends from, and the proceeds from the sale of, the securities it holds directly. WISEQey may be deemed to have sole voting power over the SEALSQ Class F Conversion Shares, shared voting power over the SEALSQ Ordinary Shares, and shared dispositive power over all SEALSQ-held securities because of WISEQey's ownership of approximately 51% of SEALSQ's voting power, which gives WISEQey the ability to direct or cause the direction of SEALSQ's management and policies, and, as to the SEALSQ Class F Conversion Shares, also because of the Class F Shareholders Agreement. No other person is known to the Reporting Persons to have the right to receive or power to direct the receipt of dividends or proceeds from the securities reported herein.

Each Reporting Person expressly disclaims beneficial ownership of any securities held directly by any other Reporting Person, except to the extent of its or his pecuniary interest therein or its or his actual voting or dispositive power. The filing of this Statement, the formation or existence of a group, and any reference to deemed beneficial ownership shall not be construed as an admission that any Reporting Person is, for purposes of Section 13(d) or Section 13(g), the beneficial owner of any securities held by any other Reporting Person, except to the extent of such pecuniary interest or actual voting or dispositive power.

- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Business Combination Agreement. The information set forth or incorporated in Items 3 and 4 above is incorporated herein by reference. On November 9, 2025, CAC, WISESat, Merger Sub, SpaceAIQ and WISEQey entered into the Business Combination Agreement, as amended on August 6, 2026 (the "BCA"). SEALSQ became a party to the BCA as a Seller pursuant to a Joinder Agreement dated as of December 12, 2025. WISEQey and SEALSQ are referred to herein as the "Sellers." Pursuant to the BCA:

(i) Share Exchange: WISESat acquired all SpaceAIQ Ordinary Shares and SpaceAIQ Class F Shares from the Sellers in exchange for WISESat Ordinary Shares and WISESat Class F Shares;

(ii) Merger: Merger Sub merged with and into CAC, with CAC surviving the Merger as a wholly-owned subsidiary of WISESat; and

(iii) SpaceAIQ Note: Pursuant to Section 8.16 of the BCA, the aggregate amount owing under the Company Notes (as defined in the BCA) for SpaceAIQ's portion of the Extension Payments (as defined in the BCA) as of the Closing was \$225,000, and as of the Closing, SpaceAIQ had loaned to CAC an aggregate of \$900,000, both of which amounts were treated as Company Notes in accordance with Section 8.16(b) of the BCA. The proceeds of the Company Notes were payable at the Closing to WISEQey and SEALSQ, who were entitled to receive either cash or additional WISESat Ordinary Shares at the Closing. WISEQey and SEALSQ elected to receive, in full satisfaction of the Company Notes, an aggregate of 128,571 WISESat Ordinary Shares, which WISESat issued as follows: (i) 118,017 WISESat Ordinary Shares to WISEQey and (ii) 10,554 WISESat Ordinary Shares to SEALSQ. Upon such issuance, the Company Notes were deemed repaid, satisfied and discharged in full.

The aggregate consideration for the Share Exchange was valued at \$260,000,000, divided by \$10.00 per share, resulting in 26,000,000 total WISESat Shares (consisting of (i) 11,312,122 WISESat Ordinary Shares issued to WISEQey, (ii) 11,956,922 WISESat Class F Shares issued to WISEQey, (iii) 1,040,478 WISESat Ordinary Shares issued to SEALSQ and (iv) 1,040,478 WISESat Class F Shares issued to SEALSQ).

The foregoing description of the BCA does not purport to be complete and is qualified in its entirety by reference to the full text of the BCA, a copy of which is filed as Exhibit 1 hereto and incorporated herein by reference.

Subscription Agreement (PIPE Investment). On August 6, 2026, SEALSQ entered into the Subscription Agreement with WISESat, pursuant to which SEALSQ agreed to subscribe for WISESat Ordinary Shares for a PIPE Investment Amount of \$10,000,000. Under the Subscription Agreement:

(i) at the Closing, SEALSQ received 926,784 WISESat Ordinary Shares based on the Redemption Price of \$10.79 per share; and (ii) the WISESat Ordinary Shares issued to SEALSQ under the Subscription Agreement (the "PIPE Registrable Shares") are subject to a lock-up from the Closing until 60 days after the registration statement registering the resale of the PIPE Registrable Shares (the "PIPE Resale Registration Statement") is declared effective by the SEC. The lock-up is subject to early release: (a) 50% of the PIPE Registrable Shares are released if the VWAP of the WISESat Ordinary Shares exceeds the PIPE

Purchase Price (or 150% of the applicable VWAP Price) for ten (10) consecutive trading days after the Closing; and (b) all PIPE Registrable Shares are released upon the occurrence of a liquidation, merger, capital stock exchange, reorganization, or other similar transaction.

The foregoing description of the Subscription Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Subscription Agreement, a copy of which is filed as Exhibit 4 hereto and incorporated herein by reference.

Class F Shareholders Agreement. In connection with the Closing, the holders of WISESat Class F Shares entered into a Class F Shareholders Agreement, pursuant to which all holders of WISESat Class F Shares are required to vote their WISESat Class F Shares in accordance with the instructions of the majority holder of WISESat Class F Shares. As of the Closing, WISEqey is the majority holder of such shares. Because the agreement requires all holders to vote in accordance with WISEqey's instructions, WISEqey and SEALSQ may be deemed to constitute a group within the meaning of Section 13(d)(3) of the Exchange Act.

The WISESat Class F Shares carry special voting rights: each WISESat Class F Share entitles its holder to a number of votes such that the Class F Shares, in the aggregate, represent 49.99% of the total voting power of all outstanding WISESat Shares. The WISESat Ordinary Shares and WISESat Class F Shares are required to vote together as a single class on all matters submitted to a vote of WISESat shareholders. The Class F Shareholders Agreement requires all holders of WISESat Class F Shares to vote in accordance with the instructions of the majority holder of WISESat Class F Shares, which as of the date of this report is WISEqey.

The WISESat Class F Shares are non-transferable, except to affiliates of the holder, and are convertible into WISESat Ordinary Shares on a one-for-one basis at the option of the holder.

The foregoing description of the Class F Shareholders Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Class F Shareholders Agreement, a copy of which is filed as Exhibit 2 hereto and incorporated herein by reference.

Lock-Up Provisions. Pursuant to the terms of the BCA, WISEqey may distribute up to 10% of the Exchange Shares received by it to WISEqey's own shareholders. Any officers or directors of WISESat, or holders of 5% or more of the outstanding WISESat Shares, who receive shares distributed by WISEqey are subject to a lock-up period of six (6) months from the Closing.

SEALSQ Corp. SEALSQ is a subsidiary of WISEqey, is a Seller under the BCA, and directly holds 1,977,816 WISESat Ordinary Shares (consisting of 1,040,478 Ordinary Shares received in the Share Exchange, 926,784 Ordinary Shares received in the PIPE Investment and 10,554 Ordinary Shares received in the SpaceAIQ note conversion) and 1,040,478 WISESat Class F Shares as a result of the Share Exchange. In addition, SEALSQ is a PIPE Investor under the Subscription Agreement and, at the Closing, received 926,784 WISESat Ordinary Shares in respect of its PIPE Investment Amount of \$10,000,000, and may be entitled to receive up to 1,073,216 Additional Subscription Shares, as described under "Subscription Agreement (PIPE Investment)" above. WISEqey may be deemed to have sole voting power over the SEALSQ Class F Conversion Shares, shared voting power over the SEALSQ Ordinary Shares, and shared dispositive power over all SEALSQ-held securities because of WISEqey's ownership of approximately 51% of SEALSQ's voting power, which gives WISEqey the ability to direct or cause the direction of SEALSQ's management and policies, and, as to the SEALSQ Class F Conversion Shares, also because of the Class F Shareholders Agreement.

Except as described in this Statement, including the Class F Shareholders Agreement and the Joint Filing Agreement filed as Exhibit 3, there are no contracts, arrangements, understandings, or relationships (legal or otherwise) between the persons named in Item 2 and any other person with respect to any securities of the Issuer, including but not limited to transfer or voting of any securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits.

Exhibit 1 -- Business Combination Agreement, dated as of November 9, 2025, as amended on August 6, 2026, by and among Columbus Acquisition Corp, WISESat.Space Holdings Corp., WISESat Merger Sub Corp., WISESat.Space Corp., and WISEKey International Holding Ltd. (now WISEqey Corp.) (including the Joinder Agreement of SEALSQ Corp) (incorporated by reference to Exhibit 2.1 to the Registration Statement on Form F-4 (File No. 333-296969) filed with the SEC).

Exhibit 2 -- Class F Shareholders Agreement (filed herewith).

Exhibit 3 -- Joint Filing Agreement pursuant to Rule 13d-1(k) (filed herewith)

Exhibit 4 -- Subscription Agreement, dated as of August 6, 2026, between SEALSQ Corp and WISESat.Space Holdings Corp. (incorporated by reference to Exhibit 99.4 to the Report on Form 6-K (File No. 001-41709) furnished to the SEC by SEALSQ Corp on August 18, 2026).

Exhibit 99.1 - List of Senior Management and Directors of WISEqey Corp.

Exhibit 99.2 - List of Senior Management and Directors of SEALSQ Corp.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

WISEqey Corp.

Signature: /s/ Carlos Moreira

Name/Title: Carlos Moreira/ Chief Executive Officer

Date: 10/08/2026

Signature: /s/ John O'Hara

Name/Title: John O'Hara/ Chief Financial Officer

Date: 10/08/2026

SEALSQ Corp

Signature: /s/ Carlos Moreira

Name/Title: Carlos Moreira/ Chief Executive Officer

Date: 10/08/2026

Signature: /s/ John O'Hara

Name/Title: John O'Hara/ Chief Financial Officer

Date: 10/08/2026

Carlos Moreira

Signature: /s/ Carlos Moreira

Name/Title: Carlos Moreira

Date: 10/08/2026

WISEQEY CORP.

and

SEALSQ CORP.

and

WISESAT.SPACE HOLDINGS CORP.

(as the *Company*)

CLASS F shareholders' agreement

HARNEYS

Content

1	DefinitionS and Interpretation	1
2	Class F Shares Voting Agreement	3
3	Redemption of Class F shares	3
4	Constitutional Documents	3
5	Accession Deeds	4
6	Representations	4
7	Miscellaneous	5
8	Assignability	6
9	Notices	6
10	Termination	7
11	Confidentiality	7
12	Dispute Resolution	7
13	Governing Law	7
Schedule 1		8
Form of Accession Deed		8

THIS AGREEMENT is effective dated October 1, 2026, and entered into as set forth below, and is made as a deed

BETWEEN

- 1 **WISEQEY CORP.**, a British Virgin Islands business company limited by shares with company number 2179417 (*WISEQey*), as an Original Class F Shareholder;
 - 2 **SEALSQ CORP.**, a British Virgin Islands business company with company number 2095496 (*SEALSQ*), as an Original Class F Shareholder; and
 - 3 **WISESAT.SPACE HOLDINGS CORP.**, a British Virgin Islands business company incorporated on 22 October 2025 (the Company),
- each a *Party*, together the *Parties*.

BACKGROUND

- A The Parties wish to govern certain rights and obligations of the Class F Shareholders, including the exercise of their voting power in the Company.
- B It is intended that all future Class F Shareholders shall accede to this Agreement.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (including the recitals and Schedules), unless the contrary intention appears, words capitalised but not defined shall have the meaning given to them in the Articles, in addition:

Accession Deed means a deed substantially in the form of Schedule 1 executed by a person wishing to become a New Class F Shareholder.

Articles means the memorandum and articles of association of the Company.

Necessary Action means, with respect to a result required to be caused, all actions (to the extent such actions are permitted by applicable law) reasonably necessary to cause such result, which actions may include, without limitation:

- (a) voting or providing a written consent with respect to voting securities of the relevant entity to cause the adoption of shareholders' resolutions and amendments to the charter or other constituent documents;
- (b) causing members of the board of directors or comparable governing body of the relevant entity (to the extent such members were nominated or designated by the person obligated to undertake the Necessary Action) to act in a certain manner;
- (c) executing agreements and instruments; and
- (d) making, or causing to be made, all governmental, regulatory or administrative filings that are required to achieve such result.

New Class F Shareholder means each person who acquires Class F Shares (whether by subscription, transfer or otherwise) after the date of this Agreement, other than a person who is already a Party at the time of such acquisition.

New Class F Shares means all Class F Shares issued subsequent to the Original Class F Shares.

Original Class F Shares means the Class F Shares held by the Original Class F Shareholders at the date of this Agreement.

Parties shall mean the Original Class F Shareholders, the Company and any New Class F Shareholders (save that, where the context requires any Class F Shareholder who sells all of their Class F Shares shall from that time no longer be considered to be a Party).

Transaction Documents means:

- (a) this Agreement; and
- (b) each Accession Deed.

1.2 In this Agreement:

- (a) unless the contrary intention appears, a reference to:
 - (i) this **Agreement** includes the Schedules to this Agreement;
 - (ii) an **amendment** includes a supplement, novation or re-enactment and **amended** is to be construed accordingly;
 - (iii) an **authorisation** includes an authorisation, consent, approval, resolution, licence, exemption, filing, registration or notarisation;
 - (iv) a **Clause** or **Schedule** is a reference to a clause in or schedule to this Agreement respectively;
 - (v) a **relevant jurisdiction** in relation to any person means a jurisdiction in which that person is incorporated, resident, domiciled, or has a branch or place of business, or is in some other way connected;
 - (vi) **tax** shall be construed so as to include any tax, fund, levy, impost, duty or other charge of a similar nature (including, without limitation, any penalty or interest payable in connection with any failure to pay or any delay in paying of the same);
 - (vii) **written** includes typewritten, printed, photographed or represented or reproduced by any mode of reproducing words in a visible form, including telex, facsimile, telegram, cable, electronic mail or other form of writing produced by electronic communication;
 - (viii) a provision of law is a reference to that provision as amended or re-enacted;
 - (ix) voting by Class F Shareholders is a reference to the casting of the votes attached to the Class F Shares held by the Class F Shareholder voting;
 - (x) a person includes its successors, permitted transferees and assigns;
 - (xi) the singular shall include the plural and vice versa; and
 - (xii) a document is a reference to that document as amended.

- 1.3 The word ***including*** is to be construed as being by way of illustration or emphasis only and is not to be construed as, nor shall it take effect as, limiting the generality of any foregoing words.
- 1.4 Where a period of time is expressed as a number of days, the days on which the period begins and ends are not included in the computation of the number of days.
- 1.5 The index to and the headings in this Agreement are for convenience only and are to be ignored in construing this Agreement.
- 1.6 Each Party has received independent professional legal advice in relation to this Agreement, and no provision of this Agreement shall be construed *contra proferentem* against any Party.
- 1.7 This Agreement shall take effect as a Deed, notwithstanding that one or more Parties may only execute it (or an Accession Deed) under hand.

2 CLASS F SHARES VOTING AGREEMENT

- 2.1 The Class F Shareholders covenant for the benefit of each other and the Company that on any Resolution of Shareholders they shall vote as one and in accordance with the majority view of the Class F Shareholders, such majority to be determined by reference to the number of Class F Shares held (and not by reference to the number of Class F Shareholders).
- 2.2 The majority view of the Class F Shareholders shall be the view of the Class F Shareholder or Class F Shareholders holding a majority of the Class F Shares then in issue, determined by reference to the number of Class F Shares held. Such majority view may be expressed by notice in writing signed by such Class F Shareholder or Class F Shareholders. The notice provisions at Clause 9 shall apply to this Clause 2.2.
- 2.3 Each Class F Shareholder irrevocably appoints each other Class F Shareholder as their proxy to vote on any Resolution of Shareholders in their absence, if required, in accordance with the majority view of the Class F Shareholders, as determined in accordance with Clause 2.2.

3 REDEMPTION OF CLASS F SHARES

- 3.1 Each holder of Class F Shares acknowledges the redemption provisions attached to the Class F Shares and covenants to be bound by them and to take all Necessary Action to procure that the redemption provisions have full force and effect.

4 CONSTITUTIONAL DOCUMENTS

- 4.1 The Class F Shareholders agree to take all Necessary Action (including without limitation amending the Memorandum and Articles if necessary) to procure that the provisions of this Agreement have full force and effect.

5 ACCESSION DEEDS

- 5.1 The Company shall not issue Class F Shares unless the subscriber agrees to be bound by, and accede to, this Agreement and each Class F Shareholder irrevocably appoints the Company as its agent to execute an Accession Deed on its behalf with any person who lawfully becomes a New Class F Shareholder under this Agreement.
- 5.2 No Class F Shareholder shall transfer any Class F Shares except in accordance with the transfer restrictions and approval requirements set out in the Memorandum and Articles, including that any such transfer may only be made to an Affiliate permitted thereunder and is subject to approval by a Resolution of Directors. The Company shall not register any such transfer unless, prior to or contemporaneously with the transfer, the transferee has executed and delivered an Accession Deed in the form set out in Schedule 1 and thereby agreed to be bound by the terms of this Agreement as a Class F Shareholder.

6 REPRESENTATIONS

- 6.1 Each Party to this Agreement represents to each other Party (but only in respect of itself) and agrees that it has represented to each other Party to induce them to enter into this Agreement that:
- (a) it has full legal power, capacity and authorisation to enter into and to exercise its rights and perform its obligations under, and has taken all necessary action to authorise the entry into, performance and delivery of this Agreement;
 - (b) the obligations expressed to be assumed by it under this Agreement are its legal, valid and binding obligations enforceable in accordance with their terms;
 - (c) in any proceedings taken in a relevant jurisdiction of such Party, the choice of the laws of the British Virgin Islands as governing law of this Agreement and any judgment obtained in the British Virgin Islands will be recognised and enforced;
 - (d) this Agreement is not subject to any registration or filing requirements, or any stamp duty or similar documentary tax in any relevant jurisdiction;
 - (e) no steps have been taken or legal proceedings have been started or (to the best of such Party's knowledge and belief) threatened against that Party for its winding-up, bankruptcy, dissolution or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or any or all of that Party's assets or revenues; and
 - (f) it is entering into this Agreement as principal and solely for its own account, and not as the agent or partner of any other person.
- 6.2 Each New Class F Shareholder represents to each other Party (but only in respect of itself) and agrees that they have so represented to each other Party to induce them to enter into the relevant Accession Deed that:
- (a) it has reviewed the Memorandum and Articles; and
 - (b) it has considered all relevant information relating to the investment and taken such independent legal and financial advice as it thinks necessary or desirable.
- 6.3 Each New Class F Shareholder shall be deemed to make each representation made by a Party in Clauses 6.1 and 6.2 with reference to the facts and circumstances then existing when executing their Accession Deed, except that references in Clause 6.1 to this Agreement shall, where the context permits, mean this Agreement and/or the relevant Accession Deed.
- 6.4 Each Party acknowledges and agrees that each other Party has entered into this Agreement (or, with respect to any New Class F Shareholder, the relevant Accession Deed) on the basis of the representations made in this Clause 6.

7 MISCELLANEOUS

- 7.1 This Agreement (and the documents referred to in it) contains the whole agreement between the Parties relating to the transactions contemplated by this Agreement and supersedes all previous understandings and agreements between the Parties relating to these transactions. Each Party acknowledges that, in agreeing to enter into this Agreement, it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and any documents referred to in it) made by or on behalf of any other Party or any other person whatsoever before the execution of this Agreement. Each Party waives all rights and remedies which, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this Clause shall limit or exclude any liability for wilful misconduct or fraud.
- 7.2 If, for any reason whatsoever, this Agreement has not been validly executed by any of the Parties hereto, this Agreement shall continue to be fully binding and enforceable against all and each of the remaining Parties.
- 7.3 If a provision of any Transaction Document is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
- (a) the validity or enforceability in that jurisdiction of any other provision of that Transaction Document; or
 - (b) the validity or enforceability in other jurisdictions of that or any other provision of that Transaction Document.
- 7.4 No delay or omission on the part of any Party in exercising any right, power or remedy provided by the law of any jurisdictions or under any Transaction Document shall:
- (a) impair such right, power or remedy; or
 - (b) operate as a waiver thereof.
- 7.5 This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
- 7.6 All payments to be made under any Transaction Document shall be made in cleared funds, without any deduction and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If a Party to a Transaction Document is compelled to make any such deduction, it will pay to the receiving Party such additional amounts as are necessary to ensure receipt by the receiving Party of the full amount which that party would have received but for the deduction.
- 7.7 If any payment or transfer of any property under any Transaction Document is capable of being avoided or otherwise set aside on the insolvency of any person (including any Party) or otherwise, then that amount shall not be considered to have been paid or property transferred for the purposes of that Transaction Document.

- 7.8 A Transaction Document may only be amended by an instrument in writing signed by each Party to that Transaction Document.
- 7.9 No waiver of any right or rights arising under any Transaction Document shall be effective unless such waiver is in writing and signed by the Party or Parties whose rights are being waived.
- 7.10 This Agreement shall not be deemed to create any partnership, joint venture, agency, fiduciary or employment relationship between the Parties. No Party holds itself out as the agent or partner of any other Party.
- 7.11 The Parties may sign multiple copies of this Agreement, each of which shall evidence the same contract.
- 7.12 Where the provisions of this Agreement are inconsistent with any other Transaction Document, the provisions of this Agreement shall prevail.

8 ASSIGNABILITY

- 8.1 The rights and obligations of the Parties under this Agreement are personal and no Party to this Agreement may assign, transfer, novate or dispose of its rights and/or obligations arising under, out of or in connection with this Agreement to any other person without the prior written consent of each other Party.

9 NOTICES

- 9.1 All notices or other communications under or in connection with this Agreement shall be given in writing and, unless otherwise stated, may be made by facsimile. Any such notice will be deemed to be given as follows:

- (a) if by hand, upon delivery;
- (b) if by post, on the sixth day after the letter was posted; and
- (c) if by electronic mail, when the recipient acknowledges receipt.

- 9.2 Any notice in relation to a Transaction Document may be served on the Company at the following address:

Name: WISeSat.Space Holdings Corp.

Address: Craigmuir Chambers
Road Town
VG1110
British Virgin Islands

or such other address as the Company shall give written notice of to each other Party.

- 9.3 Any notice in relation to a Transaction Document may be served on the relevant Class F Shareholder at the relevant address as listed on the signature page or such other address as they shall give written notice of to each other Party.
- 9.4 Each New Class F Shareholder shall provide an address for the service of notices under this Agreement in the relevant Accession Deed.

10 TERMINATION

- 10.1 Any Class F Shareholder who no longer holds any Class F Shares in the Company shall cease to be a party to this Agreement, without prejudice to any accrued rights.
- 10.2 Clauses 11, 12 and 13 shall survive the termination of this Agreement, and shall continue to bind any Class F Shareholder who ceases to be a party to this Agreement.
- 10.3 Termination of this Agreement shall not affect the rights of any Party accrued up to the date of termination.

11 CONFIDENTIALITY

- 11.1 Each Transaction Document and its existence are confidential, and all documents, records and accounts of the Company shall be kept strictly confidential.

12 DISPUTE RESOLUTION

- 12.1 The courts of the British Virgin Islands shall have exclusive jurisdiction to settle any disputes in connection with this Agreement and each Party accordingly irrevocably submits to the jurisdiction of the courts of the British Virgin Islands.
- 12.2 Each Party consents to the service of process relating to any such proceedings:
- (a) by prepaid posting of a copy of the process to its address for the time being applying under Clause 9;
 - (b) by service on it at its registered office; and
 - (c) by service on its agent for receiving service of process.
- 12.3 Each Party:
- (a) waives objection to the British Virgin Islands courts on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Agreement; and
 - (b) agrees that a judgment or order of a British Virgin Islands court in connection with this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

13 GOVERNING LAW

- 13.1 This Agreement and each Transaction Document is governed by and shall be construed in accordance with British Virgin Islands law.

SCHEDULE 1

Form of Accession Deed

THIS ACCESSION DEED is dated

and is made as a deed

BETWEEN

- 1 **WiSeSat.Space Holdings Corp.**, company registered in the British Virgin Islands (the *Company*), for itself and as agent for the Class F Shareholders of the Company (the *Current Class F Shareholders*).
- 2 [●] (the *Acceding Class F Shareholder*).

BACKGROUND

- A the Current Class F Shareholders and the Company are party to a Class F Shareholders' Agreement dated [●] 2026 (the *Agreement*).
- B the Acceding Class F Shareholder wishes to accede to the Agreement as a New Class F Shareholder.

IT IS AGREED as follows:

1 DEFINITION AND INTERPRETATION

- 1.1 Clause 1 (Definition and Interpretation) of the Agreement shall apply to this Accession Deed with any necessary changes.

2 ACCESSION

- (a) The Acceding Class F Shareholder shall accede to the Agreement as a New Class F Shareholder from the date hereof.
- (b) The address for service for the Acceding Class F Shareholder specified in clause 6 of this Accession Deed shall be deemed to be incorporated into the Agreement.
- (c) Except as aforesaid, the terms of the Agreement shall remain unaffected.

3 REPRESENTATIONS

- 3.1 The Acceding Class F Shareholder makes the representations set out in Clause 6 of the Agreement to each other Party to induce them to execute this Accession Deed and permit the Acceding Class F Shareholder to accede to the Agreement and subscribe for or otherwise acquire Shares.

4 COUNTERPARTS

- 4.1 This Accession Deed may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

5 ADDRESS FOR SERVICE

5.1 Any notice in relation to a Transaction Document may be served on the Acceding Class F Shareholder at the following address:

Name: [●]

Address: [●]
[●]
[●]

E-mail: [●]

or such other address as the Acceding Class F Shareholder shall give written notice of to each other Party.

6 GOVERNING LAW AND DISPUTE RESOLUTION

6.1 This Accession Deed shall be governed by British Virgin Islands law.

6.2 Clause 11 of the Agreement shall apply to this Accession Deed with any necessary changes.

EXECUTION PAGE TO CLASS F SHAREHOLDERS AGREEMENT OF WISESAT.SPACE HOLDINGS CORP.

Executed and delivered as a deed by the Parties.

Class F Shareholder

Executed and delivered as a deed by

WISeQey Corp.

acting by its duly authorised directors
Name:

/s/ John O'Hara
John O'Hara, CFO

Name:

/s/ Carlos Moreira
Carlos Moreira, CEO

Class F Shareholder

Executed and delivered as a deed by

SEALSQ Corp.

acting by its duly authorised directors
Name:

/s/ John O'Hara
John O'Hara, CFO

Name:

/s/ Carlos Moreira
Carlos Moreira, CEO

Company

Executed and delivered as a deed by

WISeSat.Space Holdings Corp.

acting by its duly authorised director
Name:

/s/ Gwenael Rouy-Poirier
Gwenael Rouy-Poirier, CFO

in the presence of

Witness name: David Briffod

Witness signature:...../s/ David Brifod.

Witness address: Avenue Louis-Casaï 58, 1216 Cointrin, Switzerland

JOINT FILING AGREEMENT

Pursuant to Rule 13d-1(k)(1) under the Exchange Act, each of WISeQey Corp., SEALSQ Corp. and Carlos Moreira hereby agrees that the Schedule 13D relating to the WISeSat Ordinary Shares of WISeSat.Space Holdings Corp. is filed on behalf of each of them.

Each Reporting Person shall be responsible for the timely filing of such Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such Reporting Person contained therein; provided that no Reporting Person shall be responsible for the completeness or accuracy of information concerning any other Reporting Person, except to the extent that such Reporting Person knows or has reason to believe that such information is inaccurate.

IN WITNESS WHEREOF, the undersigned have executed this Joint Filing Agreement as of October 8, 2026.

SEALSQ CORP

By: /s/ Carlos Moreira
Name: Carlos Moreira
Title: Chief Executive Officer

By: /s/ John O'Hara
Name: John O'Hara
Title: Chief Financial Officer

WISEQEY CORP

By: /s/ Carlos Moreira
Name: Carlos Moreira
Title: Chief Executive Officer

By: /s/ John O'Hara
Name: John O'Hara
Title: Chief Financial Officer

CARLOS MOREIRA

/s/ Carlos Moreira

DIRECTORS AND SENIOR MANAGEMENT OF WISEQEQY

The following sets forth the name, present principal occupation or employment, and the name, principal business and address of any corporation or other organization in which such employment is conducted, of each director and executive officer of WISEqeqy. Unless otherwise indicated, the business address of each person listed below is c/o WISEqeqy Corp.,

Craigmuir Chambers, Road Town, Tortola, British Virgin Islands VG1110. Each such person is a citizen of the country indicated.

Name	Title	Principal Occupation if not employed by WISEqeqy Corp	Citizenship
Andrew Forson	Board Member	President, DeFi Technologies.	Ireland
Philippe Doubre	Board Member	Retired	Switzerland
David Fergusson	Board Member	Executive Managing Director M&A at Generational Equity.	Canada
Jean-Philippe Ladisa	Board Member	Partner of Fiduciaire Wuarin & Chatton SA. (Audit / Accounting / Tax advisory / Social Security Advisory)	Switzerland, Italy
Philippe Monnier	Board Member	Founding President & Chief commitment Officer, Swiss International Society.	Switzerland, Mexico
Peter Ward	Board Member	Retired	United Kingdom
Carlos Moreira	Chairman of the Board of Directors, Founder and Chief Executive Officer	*	Switzerland
John O'Hara	Board Member and Chief Financial Officer	*	France, United Kingdom
Pedro Fuentes Perez	Chief Security Officer	*	Spain
Loïc Hamon	Chief Operating Officer of SEALSQ USA	*	France
Alexander Hirsch	Chief Marketing Officer	*	Germany
Jonathan Llamas	Vice-President DeFi	*	France
Andreas Moreira	Chief Innovation Officer	*	Switzerland
Nathalie Verjus	Company Secretary and Financial Planning & Reporting Manager	*	France
Bernard Vian	General Manager of SEALSQ France	*	France
Gwenaél Rouy-Poirier	CFO WISESat	*	France

* The present principal occupation for each of these individuals is officer of WISEqeqy Corp. and officer, trustee and/or director of other affiliated entities.

DIRECTORS AND SENIOR MANAGEMENT OF SEALSQ CORP

The following sets forth the name, present principal occupation or employment, and the name, principal business and address of any corporation or other organization in which such employment is conducted, of each director and executive officer of SEALSQ Corp. Unless otherwise indicated, the business address of each person listed below is c/o SEALSQ Corp.,

Craigmuir Chambers, Road Town, Tortola, British Virgin Islands VG1110. Each such person is a citizen of the country indicated.

Name	Title	Principal Occupation if not employed by SEALSQ Corp	Citizenship
Ruma Bose	Board Member	Chief Executive Officer at Kayanee, a women's wellness and lifestyle business.	Canada
Cristina Dolan	Board Member	Chief Executive Officer at Prime Radiant.	United States of America
David Fergusson	Board Member	Executive Managing Director M&A at Generational Equity.	Canada
Eric Pellaton	Board Member	Partner and Investor at Solar Rain Bottled Water Co., Inc. (USA).	United States of America
Peter Ward	Board Member	Retired	United Kingdom
Carlos Moreira	Executive Director and Chief Executive Officer	*	Switzerland
John O'Hara	Executive Director and Chief Financial Officer	*	France
Frank Buonanno	Vice-President of Global Sales	*	France
Jean-Pierre Enguent	Vice-President of Research & Development Systems and Solutions	*	France
Loïc Hamon	Chief Operating Officer of SEALSQ USA	*	France
Andreas Moreira	Chief Innovation Officer	*	Switzerland
Jean-Luc Triouleyre	General Manager of IC'Alps SAS	*	France
Nathalie Verjus	Company Secretary and Financial Planning & Reporting Manager	*	France
Bernard Vian	General Manager of SEALSQ France SAS	*	France

* The present principal occupation for each of these individuals is officer of SEALSQ Corp. and officer, trustee and/or director of other affiliated entities.