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NOCERA, INC.

FORM 8-K
(Current report filing)

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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): **November 19, 2026**

NOCERA, INC.

(Exact name of registrant as specified in charter)

Nevada	001-41434	16-1626611
(State or other jurisdiction of incorporation)	(Commission File Number)	(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:

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 November 19, 2026 (the "Effective Date"), Nocera, Inc. ("Nocera" or the "Company") entered into a letter of intent (the "LOI") with BitRock Ltd. ("BitRock"), a corporation incorporated under the laws of the Province of Alberta, Canada, regarding a proposed cash investment by the Company in BitRock to fund construction of an artificial intelligence data center with an IT load of approximately 10 MW in Alberta, Canada (the "Project").

Under the LOI, and subject to the conditions described below, the Company would subscribe in cash for newly issued shares of BitRock for an investment amount of approximately US$22,000,000, based on a pre-money valuation of BitRock of approximately US$28,000,000 and a post-money valuation of approximately US$50,000,000. The Company's resulting ownership would equal its investment amount divided by BitRock's post-money valuation, or approximately 44%. If the results of the Company's due diligence differ materially from information provided by BitRock, the pre-money valuation is to be adjusted, and either party may request an independent valuation. The investment proceeds are to be used solely for construction of the Project. The instalments and disbursement conditions will be set out in a definitive investment agreement (the "Definitive Agreement").

BitRock would be responsible for construction management and day-to-day operations of the Project. As a shareholder, the Company would have the right to appoint directors, receive periodic financial reports and participate in decisions on major matters, as further set out in the Definitive Agreement. BitRock has represented that certain customers have entered into memoranda of understanding with BitRock for hosting services. This information has not been independently verified by the Company and is subject to the Company's due diligence. BitRock has also estimated that the Project's hosting revenue will have a net profit margin of approximately 25% to 30%, which estimate has not been independently verified by the Company and is subject to the Company's due diligence.

The LOI is legally binding upon execution, and the parties have agreed to execute the Definitive Agreement in good faith as soon as practicable on the terms of the LOI. The Company's obligation to make the investment is subject to conditions precedent, including (i) completion of due diligence with results reasonably satisfactory to the Company, (ii) execution of the Definitive Agreement, (iii) each party's receipt of all necessary internal corporate approvals and regulatory approvals, and (iv) the accuracy of information provided by BitRock and the absence of any material adverse change in BitRock's business, assets or financial condition since the Effective Date.

The LOI is non-exclusive and contains confidentiality, non-circumvention and non-solicitation covenants. Each party bears its own expenses. The LOI has a term of sixty (60) days from the Effective Date, which may be extended by thirty (30) days with the written consent of both parties if due diligence is still in progress. The LOI may be terminated by mutual written agreement, by the Company if the conditions precedent have not been satisfied within the term, or by a non-breaching party following a material breach that is not cured within fifteen (15) days after notice. Neither party is liable for damages upon a termination by mutual agreement or by the Company for failure of the conditions precedent. The LOI is governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein. Disputes are to be resolved by arbitration in Calgary, Alberta.

There can be no assurance that the Definitive Agreement will be executed or that the investment will be completed on the terms described above or at all.

The foregoing description of the LOI does not purport to be complete and is qualified in its entirety by reference to the full text of the LOI, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On November 23, 2026, the Company issued a press release announcing entry into the LOI. A copy of the press release is furnished as Exhibit 99.1 hereto.

The information in this Item 7.01, including Exhibit 99.1, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding the proposed investment, the execution of the Definitive Agreement and the construction and operation of the Project. These statements are subject to risks and uncertainties, including that the conditions precedent may not be satisfied, the LOI may terminate or expire before the Definitive Agreement is executed, the valuation may be adjusted, and information provided by BitRock has not been independently verified by the Company. Actual results may differ materially. Except as required by law, the Company undertakes no obligation to update any forward-looking statement.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Letter of Intent, dated November 19, 2026, between BitRock Ltd. and Nocera, Inc.
99.1	Press Release, dated November 23, 2026.
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: November 23, 2026

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

Exhibit 10.1

LETTER OF INTENT

Regarding Cooperation on an Approximately 10 MW AI Data Center Project in Alberta

This Letter of Intent (this "LOI") is entered into as of the date on which it is signed by the last of the Parties to sign it, as indicated on the signature page (the "Effective Date"), by and between:

BitRock Ltd., a corporation incorporated under the laws of the Province of Alberta, Canada, with its registered office at 253 Nolancrest Cir NW, Calgary, Alberta T3R 0T5, Canada ("**BitRock**"); and

Nocera, Inc., a corporation incorporated under the laws of the State of Nevada, United States, whose common stock is listed on the Nasdaq Capital Market (ticker: NCRA), with its principal executive office at 3F (Building B), No. 185, Sec. 1, Datong Rd., Xizhi Dist., New Taipei City 221, Taiwan (R.O.C.) ("**Nocera**").

BitRock and Nocera are each referred to herein as a "Party" and together as the "Parties."

RECITALS

(A) BitRock owns its own natural gas-fired power generation equipment and has obtained the permits required to generate and supply electricity in the Province of Alberta (collectively, the "Generation Rights");

(B) BitRock intends to build and operate an artificial intelligence data center with an IT load of approximately 10 MW, based on the above power generation equipment and the Generation Rights (the "Project"); and

(C) Nocera is a publicly listed company focused on artificial intelligence infrastructure and wishes to participate in the Project by making a cash investment in BitRock.

NOW, THEREFORE, following friendly negotiations, the Parties agree as follows:

1. FORM OF INVESTMENT

1.1 Nocera agrees, on the terms of this LOI, to invest directly in BitRock by subscribing in cash for newly issued shares of BitRock, and thereby to become a shareholder of BitRock.

1.2 Nocera's investment funds shall be used solely for the construction of the Project. The specific use and disbursement of such funds shall be set out in the definitive investment agreement to be entered into between the Parties (the "Definitive Agreement").

2. INVESTMENT AMOUNT AND VALUATION

2.1 The Parties agree that the investment shall be made on the basis of the following valuation:

Item	Amount	Notes
BitRock pre-money valuation	Approximately US$28,000,000	Based on BitRock's power generation equipment, the Generation Rights and land use rights

Item	Amount	Notes
Nocera investment amount	Approximately US$22,000,000	Cash, to be used for the construction of the Project
BitRock post-money valuation	Approximately US$50,000,000	—

2.2 Nocera's percentage shareholding in BitRock shall be determined as Nocera's investment amount divided by BitRock's post-money valuation.

2.3 If the results of Nocera's due diligence differ materially from the information provided by BitRock, the Parties shall adjust BitRock's pre-money valuation in accordance with such results. At the request of either Party, a valuation may be carried out by an independent valuation firm jointly selected by the Parties.

2.4 The instalments and disbursement conditions of Nocera's investment (including any arrangements linked to construction progress) shall be set out in the Definitive Agreement.

3. OPERATIONS AND MANAGEMENT

3.1 BitRock shall be responsible for the construction management and day-to-day business operations of the Project.

3.2 As a shareholder of BitRock, Nocera shall have the right to appoint directors, to receive periodic financial reports and to participate in decisions on major matters, as further set out in the Definitive Agreement.

4. CUSTOMERS AND REVENUE

4.1 BitRock represents that certain customers have entered into memoranda of understanding ("MOUs") with BitRock for computing power hosting services.

4.2 BitRock estimates that the net profit margin of the Project's hosting revenue, after deduction of operating costs, will be approximately 25% to 30%.

4.3 BitRock shall ensure that all information it provides to Nocera is true, accurate and complete. The customer and revenue information described above shall be subject to, and governed by, the results of Nocera's due diligence.

5. DUE DILIGENCE

5.1 From the Effective Date, Nocera may conduct due diligence on the Project and BitRock within the scope set out in the Annex. BitRock shall cooperate by providing the relevant documents.

5.2 Due diligence materials shall be provided on a rolling basis following receipt of written requests, without a fixed deadline.

5.3 Nocera's investment funds shall be disbursed only after the completion of due diligence and the satisfaction of all conditions precedent set out in Section 9.2.

6. NON-EXCLUSIVITY, NON-CIRCUMVENTION AND NON-SOLICITATION

6.1 This LOI does not contain any exclusivity arrangement, and each Party may hold discussions with third parties. If either Party enters into substantive discussions with a third party regarding the Project, it shall notify the other Party. Such notice shall be limited to that fact, and the notifying Party shall not be required to disclose the name of the third party or the terms discussed.

6.2 During the term of this LOI and for six (6) months after its termination, neither Party shall use Confidential Information provided by the other Party to circumvent the other Party by transacting directly with the other Party's land, power or equipment suppliers or customers in connection with the Project.

6.3 During the term of this LOI and for six (6) months after its termination, Nocera shall not, directly or indirectly, solicit or hire any director, officer, employee or consultant of BitRock, or induce any of them to terminate his or her employment or engagement with BitRock, except with the prior written consent of BitRock.

7. CONFIDENTIALITY AND DISCLOSURE

7.1 Each Party shall keep confidential the contents of this LOI and all non-public information obtained in connection with this LOI (collectively, "Confidential Information"). This confidentiality obligation shall continue for a period of three (3) years.

7.2 The Parties acknowledge that Nocera is a company listed on Nasdaq and may file or publicly announce this LOI as required by U.S. securities laws and stock exchange rules, and that such filing or announcement shall not constitute a breach of this LOI. However, any such filing or announcement shall be limited to the minimum content required by law, and the text thereof shall be provided to BitRock for review prior to release. BitRock shall provide its comments within a reasonable period of time.

7.3 Except as provided in Section 7.2, neither Party shall issue any press release regarding the Project without the prior consent of the other Party, which consent shall not be unreasonably withheld.

8. EXPENSES

8.1 Each Party shall bear its own costs and expenses incurred in connection with this LOI and the due diligence, and neither Party shall be entitled to claim reimbursement from the other Party.

9. BINDING EFFECT, CONDITIONS PRECEDENT AND TERMINATION

9.1 This LOI shall be legally binding on both Parties upon execution. The Parties shall, in good faith, execute the Definitive Agreement as soon as practicable on the terms of this LOI.

9.2 Nocera's obligation to make the investment is subject to the satisfaction of all of the following conditions precedent:

(a) Nocera has completed its due diligence, and the results are reasonably satisfactory to Nocera;

(b) the Parties have executed the Definitive Agreement;

(c) each Party has obtained all necessary internal corporate approvals and regulatory approvals; and

(d) the information provided by BitRock is true and accurate, and no material adverse change has occurred in BitRock's business, assets or financial condition since the Effective Date.

9.3 This LOI shall remain in effect for sixty (60) days from the Effective Date. If due diligence is still in progress, the term may be extended by thirty (30) days with the written consent of both Parties. Upon execution of the Definitive Agreement, this LOI shall be superseded by the Definitive Agreement.

9.4 This LOI may be terminated in any of the following circumstances:

(a) by mutual written agreement of the Parties;

(b) by Nocera by written notice, if the conditions precedent set out in Section 9.2 have not all been satisfied within the term of this LOI; or

(c) by the non-breaching Party by written notice, if the other Party commits a material breach of this LOI and fails to cure such breach within fifteen (15) days after receiving written notice from the non-breaching Party.

9.5 If this LOI is terminated under Section 9.4(a) or 9.4(b), neither Party shall be liable to the other Party for any damages. Section 6 (for the periods stated therein), Section 7, Section 10 and Section 11 shall survive the termination of this LOI.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 This LOI shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

10.2 Any dispute arising out of or in connection with this LOI shall first be resolved through friendly negotiation between the Parties. If the dispute cannot be resolved through negotiation, it shall be submitted to arbitration in Calgary, Alberta, conducted in English before a sole arbitrator in accordance with the Arbitration Rules of the ADR Institute of Canada, Inc. (ADRIC). The arbitral award shall be final and binding on the Parties.

11. MISCELLANEOUS

11.1 This LOI is made in the Chinese and English languages. In the event of any inconsistency between the two versions, the English version shall prevail.

11.2 Any amendment to this LOI shall be made in writing and signed by both Parties. Neither Party may assign any of its rights or obligations under this LOI to any third party (including its affiliates or wholly-owned subsidiaries) without the prior written consent of the other Party.

11.3 This LOI may be executed in counterparts and by electronic signature, each of which shall have the same legal effect as an original.

[Remainder of page intentionally left blank. Signature page follows.]

SIGNATURE PAGE

IN WITNESS WHEREOF, this LOI has been executed by the duly authorized representatives of the Parties as of the Effective Date.

BITROCK LTD.

By: /s/ Li Defeng
Name: Li Defeng
Title: Chief Executive Officer
Date: 11/11/2026

NOCERA, INC.

By: /s/ Song-Yuan Teng
Name: Song-Yuan Teng
Title: Asia Director
Date: 11/19/2026

ANNEX – SCOPE OF DUE DILIGENCE

BitRock shall provide the documents in its possession or reasonably available to it.

No.	Item	Content
1	Corporate and Shareholding	BitRock's corporate registration records, articles, current shareholders and shareholding structure; the registered holder of the power generation equipment and the Generation Rights
2	Generation Rights	Approval documents or application status of the power generation and supply permits (including AUC and EPEA approvals)
3	Generation Equipment	Equipment list, ownership or purchase order documents, capacity and redundancy configuration
4	Site and Gas Supply	Title or land use rights documents for the Project site; natural gas supply arrangements
5	Construction	Construction budget, construction schedule and major contractors
6	Customers	Signed hosting MOUs or contracts and pricing terms
7	Financial	BitRock's financial statements, financial model (including the calculation basis for the 25%–30% net profit margin), use-of-funds plan, and all existing liabilities and guarantees
8	Legal	Litigation, regulatory investigations and other material legal matters

Exhibit 99.1

FOR IMMEDIATE RELEASE

Nocera Signs Binding Letter of Intent to Invest $22 Million for an Approximately 44% Stake in BitRock, a Self-Powered AI Data Center Developer in Alberta

First 10 MW Facility on BitRock's Own Natural Gas Power Extends the AI Platform Nocera Is Building Through Its IRMA AI, INERGX and QMAX Agreements

TAIPEI, Taiwan, November 23, 2026 — Nocera, Inc. (Nasdaq: NCRA) ("Nocera" or the "Company") today announced that it has entered into a binding letter of intent (the "LOI") with BitRock Ltd. ("BitRock"), a Calgary-based developer of AI data centers powered by its own natural gas generation, to invest approximately US$22 million in cash for newly issued BitRock shares. At a post-money valuation of approximately US$50 million, the investment would give Nocera approximately 44% of BitRock, together with the right to appoint directors and to take part in decisions on major matters. The proceeds are dedicated solely to building BitRock's first AI data center, a facility of approximately 10 MW of IT load in Alberta, Canada.

The LOI, fully executed on November 19, 2026, is legally binding, and the parties have committed to execute a definitive investment agreement as soon as practicable. Nocera's obligation to fund is subject to completion of due diligence, execution of the definitive agreement, receipt of required approvals and other conditions, and the investment may not be completed on the terms described or at all.

Power First

Nocera believes the limit on new AI capacity in North America is no longer demand. It is power: grid connections that can take years to secure and approvals that have become harder to win. BitRock starts from the other end. Under the LOI, BitRock has represented that it owns its natural gas generation equipment and has obtained the permits required to generate and supply electricity in Alberta, and its first facility is planned around that generation. According to BitRock, it already holds its power generation, power supply and usage permits, and its future expansion will also be based mainly on self-generated power from natural gas.

Why Alberta

Alberta launched its AI Data Centres Strategy in December 2024 with a stated goal of attracting C$100 billion of data center investment over five years. According to public reports, the Alberta Electric System Operator has since fully allocated its interim 1,200 MW of grid capacity for large-load projects, and provincial policy now favors developers that bring their own generation. Nocera believes BitRock is built on that model.

Built in 10 MW Steps

According to BitRock, its planned campus is located near Hanna, Alberta, on an industrial site of approximately 37 acres, and uses prefabricated computing modules of approximately 2.5 MW each, with four modules making up the first 10 MW phase. BitRock's long-term plan for the campus is approximately 200 MW, added in 10 MW units as customer demand warrants. This investment covers the first phase; each further phase would be evaluated and financed on its own merits.

According to BitRock, the campus is designed to a power usage effectiveness (PUE) target of approximately 1.225, with N+1 redundancy and uninterruptible power supply supporting stable operation of the compute load. Alberta's cold climate is expected to reduce the energy and water needed for cooling.

BitRock plans to operate on a colocation model in which customers install their own computing equipment and BitRock provides powered data hall space and operations. Under that model, Nocera's capital goes into power and data center capacity rather than chips. BitRock has represented that customers have signed memoranda of understanding for computing power hosting services.

"Power is the scarce asset in AI infrastructure, and BitRock is built around its own," said Andrew Teng, Asia Director of Nocera. "We are putting capital into a facility designed to generate its own electricity, in a province that has asked developers to do exactly that, and we are doing it one 10 megawatt unit at a time. This is a measured entry into North American compute with a meaningful ownership position and a voice on the board."

One AI Strategy, Four Layers

BitRock is the fourth piece of an AI platform Nocera has been assembling since June. On June 8, 2026, Nocera entered into a binding venture platform agreement with U.S.-based Digital Innovations Group, developer of the proprietary IRMA AI Engine, to pair IRMA's AI technology with Nocera's capital markets and acquisition platform. That transaction has not yet closed, as Digital Innovations Group is in the midst of a major expansion across the Asia Pacific region, and Nocera expects it to close before the end of 2026. On July 8, Nocera announced a binding agreement to acquire an equity interest in INERGX, an integrated energy storage and power platform built to serve AI data centers and other mission-critical users, and followed in August with a 50/50 joint venture, Nocera-INERGX Energy Ventures. On July 29, Nocera announced the acquisition of a 30% controlling interest in QMAX Technology Co., Ltd., a Taiwan-based authorized distributor of Micron / Crucial memory and storage products.

AI software, power, memory and now self-powered data center capacity: Nocera believes each transaction adds a layer of the infrastructure that artificial intelligence depends on. Certain of these transactions, including the BitRock investment and the Digital Innovations Group transaction, have not yet closed and remain subject to conditions.

Transaction Terms

- **Investment:** approximately US$22 million in cash for newly issued shares, on a pre-money valuation of approximately US$28 million, which reflects BitRock's generation equipment, generation permits and land use rights, and a post-money valuation of approximately US$50 million, for approximately 44% of BitRock.
- **Use of proceeds:** solely for construction of the first data center of approximately 10 MW. Instalments and disbursement conditions will be set in the definitive agreement.
- **Governance:** as a shareholder, Nocera will have the right to appoint directors, receive periodic financial reports and participate in decisions on major matters. BitRock is responsible for construction management and day-to-day operations.
- **Conditions to funding:** due diligence reasonably satisfactory to Nocera, execution of the definitive agreement, required corporate and regulatory approvals, accuracy of the information provided by BitRock and no material adverse change at BitRock.
- **Valuation protection:** if due diligence results differ materially from the information BitRock has provided, the pre-money valuation will be adjusted, and either party may call for an independent valuation.
- **Term:** 60 days from signing, extendable by 30 days by mutual written consent while due diligence continues. The agreement is non-exclusive.

About BitRock Ltd.

BitRock Ltd. is a corporation organized under the laws of the Province of Alberta, Canada, with its registered office in Calgary, focused on the development and operation of AI data centers powered by self-generated natural gas.

About Nocera, Inc.

Nocera, Inc. (Nasdaq: NCRA) is building a portfolio of AI and energy infrastructure businesses across Asia, Europe and North America, spanning AI model aggregation and distribution, data center and compute assets, device and channel operations, and renewable energy and storage assets. For more information, visit www.Nocera.company. For AI partnership inquiries, contact AI@PhoenixMGMTConsulting.com.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995, including statements regarding the Company's proposed investment in BitRock, the resulting ownership interest and governance rights, the construction, capacity, timing and expansion of BitRock's data center, BitRock's business model and customers, and the Company's AI and energy infrastructure strategy. The approximately 200 MW campus plan is BitRock's long-term objective, not a commitment; this investment concerns only the first phase of approximately 10 MW. Such statements involve known and unknown risks and uncertainties, including that: Nocera is not obligated to fund the investment unless a definitive investment agreement is signed and all conditions are satisfied, including due diligence reasonably satisfactory to Nocera; the definitive agreement may not be signed on the terms described or at all; the LOI has a 60-day term and may expire or be terminated; the valuation, investment amount and ownership percentage may be adjusted; Nocera will require sufficient capital to complete the investment and has not yet secured financing for it; customer memoranda of understanding may not result in binding contracts; construction may face delays, cost overruns and equipment, fuel price, tariff and regulatory risks; the Digital Innovations Group transaction has not closed and may not close by the end of 2026, on the terms announced or at all; and the other earlier transactions referenced above remain subject to their own terms, conditions and risks. Actual results may differ materially from those expressed or implied. Nocera undertakes no obligation to update any forward-looking statement except as required by law. Statements concerning BitRock's generation equipment, permits, site, technical design, customers and expansion plans are based on information provided by BitRock and have not yet been independently verified by Nocera. Nothing in this release constitutes an offer to sell or a solicitation of an offer to buy any security.

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