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): October 15, 2026

Nuburu, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware	**001-39489**	**85-1288435**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**
44 Cook Street Suite 100 Denver, Colorado		**80206**
(Address of Principal Executive Offices)		**(Zip Code)**

Registrant's Telephone Number, Including Area Code: (303) 780-7389

(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 the 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(s)	Name of each exchange on which registered
Common Stock, par value $0.0001 per share	BURU	NYSE American 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.
Item 2.01 Completion of Acquisition or Disposition of Assets.

Tekne Implementation Agreement

On October 15, 2026, Nuburu, Inc. (the "Company") and its wholly owned subsidiary, Nuburu Defense, LLC ("Nuburu Defense"), entered into the Tekne Implementation Agreement (the "Agreement") with Tekne S.p.A. ("Tekne") and Ambrogio D'Arrezzo, Carlo Ulacco, and Andrea Lodi (collectively, the "Existing Shareholders"). Pursuant to the Agreement, on October 15, 2026, Nuburu Defense completed the acquisition of 745,759 shares of Tekne (the "Sale Shares"), representing an additional approximately 67.1% interest in Tekne, from the Existing Shareholders (the "Tekne Acquisition"). Together with its previously held approximately 2.9% interest, Nuburu Defense now owns 70% of Tekne, and the Existing Shareholders retain 30%. The fixed purchase price is €5,200,000 (the "Purchase Price"), consisting of €1,200,000 paid on October 15, 2026, and €1,000,000 payable by each of December 31, 2026, January 31, 2027, February 28, 2027 and March 31, 2027, with such €4,000,000 being the "Deferred Price." The Company and Nuburu Defense are jointly and severally liable for the Purchase Price, which is payable pro rata to the Existing Shareholders. As security for payment of the Deferred Price, Mr. D'Arrezzo is continuing to hold a bond with an aggregate nominal amount equivalent to approximately US$4.2 million transferred by S.F.E. Equity Investments SARL on behalf of the Company.

In addition to the Purchase Price, the Company and Nuburu Defense have agreed to pay aggregate additional consideration of €20,000,000 in cash pro rata to the Existing Shareholders (the "Earn-Out"). Annual payments are calculated as 5% of Tekne's annual revenues for fiscal years 2027 through 2036, determined from financial statements prepared in accordance with U.S. generally accepted accounting principles, subject to a minimum annual payment of €2,000,000 (the "Guaranteed Annual Minimum") regardless of Tekne's revenue and an aggregate payment cap of €20,000,000. The Earn-Out is payable annually by June 30 of the following year, beginning in 2028, until the full €20,000,000 has been paid. The Company and Nuburu Defense are jointly and severally liable for the Guaranteed Annual Minimum. If the Guaranteed Annual Minimum is not paid by the June 30 deadline, the Company and Nuburu Defense must pay it within an additional 60 days. If it remains unpaid after that period, the Existing Shareholders may demand payment of the entire remaining unpaid Earn-Out balance in a single payment within a further 120 days, for which the Company and Nuburu Defense are jointly and severally liable. The Agreement also provides for recovery expenses and interest if the accelerated balance remains unpaid.

In connection with the reduction of the Earn-Out from €29,692,000 under the previously disclosed May 2026 investment agreement among the parties to €20,000,000, the Company and Nuburu Defense agreed to an irrevocable waiver (the "Waiver") of €29,694,958.28 payable to the Company by Tekne, including the €27,693,000 Tekne convertible receivable owed to the Company, as a capital contribution to Tekne without any right to repayment or issuance of additional shares (the "Recapitalization"). The Recapitalization does not dilute the Existing Shareholders and does not change the 70% ownership of Tekne by Nuburu Defense and 30% ownership by the Existing Shareholders.

The Agreement provides for adoption of new articles of association for Tekne and appointment of a new three-member board of directors, consisting of two directors designated by Nuburu Defense and one director designated by the Existing Shareholders. It also provides for relevant director and, where legally permissible, statutory auditor resignations and for director releases and indemnities, excluding intentional misconduct and gross negligence. Nuburu Defense must procure the Company's joint and several compliance with those release obligations while the Company controls Nuburu Defense. The Agreement further provides for a six-month consulting engagement between Mr. D'Arrezzo and Tekne, with fixed gross compensation at an annual rate of €120,000, payable monthly on a pro rata basis (€10,000 per month, or €60,000 for the six-month term), plus applicable VAT and a sales commission equal to 3% of the value of each individual commercial contract relating to proposals originated by him. The consultancy includes exclusivity, non-compete and non-solicitation obligations; specified non-compete and business-opportunity referral obligations continue while Mr. D'Arrezzo remains a Tekne shareholder.

While the Existing Shareholders and their permitted successors collectively hold at least 20% of Tekne, the new articles require approval by holders of a majority of those minority shares for specified reserved matters, subject to stated exceptions. These include certain equity issuances, reorganizations, strategic technology or intellectual property transfers, and changes to shareholder rights. Transfers of control also require the purchaser to assume the unpaid Earn-Out and provide suitable guarantees, subject to the Existing Shareholders' reasonable judgment following consultation with Nuburu Defense.

Under the Agreement, until the Earn-Out has been fully paid or is otherwise no longer due, the Company and Nuburu Defense have agreed not to assign, transfer or outsource, directly or indirectly and in whole or in part, services or orders within Tekne's defined existing vehicle and RF frequency-interdiction business to other group companies or third parties, except pursuant to a specific prior written authorization from the Existing Shareholders. They also agreed to procure that the relevant services and products are contracted directly or indirectly through Tekne at prices consistent with its business plan.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement, an English translation of which is filed as Exhibit 2.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

On October 19, 2026, the Company received a public warning letter (the “Letter”) from NYSE Regulation on behalf of NYSE American LLC (the "Exchange"). The Exchange issued the Letter under Section 1009(a)(i) of the NYSE American Company Guide after determining that the Company violated Section 401(a), which requires immediate public disclosure of material information. The finding concerns two material events effective September 30, 2026 that the Company disclosed in a Form 8-K filed on October 6, 2026: a side letter with Esousa Group Holdings, LLC and other purchasers related to certain terms of the Company's July 2026 public offering of common stock, warrants and Series B preferred stock; and an agreement with Brick Lane Capital Management Limited ("Brick Lane") to return shares of Heckler & Koch AG purchased by the Company from Brick Lane in exchange for cancellation of a $15 million promissory note.

The Letter cites previous violations by the Company of the Company Guide. In light of that history, NYSE Regulation explicitly stated that any future violation that could lead to a public warning letter under Section 1009 of the Company Guide will instead result in immediate suspension and commencement of delisting proceedings against the Company under Parts 4 and 10 of the Company Guide. The Letter does not itself suspend trading or commence delisting proceedings. A press release announcing the Company’s receipt of the Letter was published on October 19, 2026

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired.

The financial statements required to be filed by Item 9.01(a) of Form 8-K will be filed by amendment to this Current Report on Form 8-K no later than 71 calendar days after the date that this Current Report on Form 8-K must be filed.

(b) Pro Forma Financial Information.

The pro forma financial information required to be filed by Item 9.01(b) of Form 8-K will be filed by amendment to this Current Report on Form 8-K no later than 71 calendar days after the date that this Current Report on Form 8-K must be filed.

(d) Exhibits.

Exhibit No.	Description
2.1†	English translation of the Tekne Implementation Agreement, dated October 15, 2026, among Nuburu, Inc., Nuburu Defense, LLC, Tekne S.p.A., Ambrogio D’Arrezzo, Carlo Ulacco and Andrea Lodi
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

† Certain of the exhibits and schedules to this exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5) and 601(b)(2). The registrant agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

Forward-Looking Statements

This Current Report contains certain “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical fact contained in this Current Report may be forward-looking statements. Some of these forward-looking statements can be identified by the use of forward-looking words, including “may,” “should,” “expect,” “intend,” “will,” “estimate,” “anticipate,” “believe,” “predict,” “plan,” “seek,” “targets,” “projects,” “could,” “would,” “continue,” “forecast,” or the negatives of these terms or variations of them or similar expressions. All forward-looking statements are subject to risks, uncertainties, and other factors which could cause actual results to differ materially from those expressed or implied by such forward-looking statements. All forward-looking statements are based upon estimates, forecasts, and assumptions that, while considered reasonable by the Company and its management, are inherently uncertain. Many factors may cause the Company's actual results to differ materially from current expectations, including but not limited to: (1) the integration of Tekne and realization of the anticipated benefits of the Tekne Acquisition; (2) the success of the Company’s transformation plan; (3) failure to achieve expectations regarding business development and the Company’s acquisition strategy; (4) the inability to access sufficient capital to operate; (5) the inability to recognize the anticipated benefits of acquisitions; (6) the ability to meet NYSE American listing standards; (7) changes in applicable laws or regulations; (8) adverse economic, business, or competitive factors; (9) volatility in the financial system and markets caused by geopolitical and economic factors; and (10) other risks and uncertainties set forth in the sections entitled “Risk Factors” and “Cautionary Note Regarding Forward-Looking Statements” in the Company’s most recent periodic report on Form 10-K or Form 10-Q and other documents filed with the Securities and Exchange Commission from time to time. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Nothing in this Current Report should be regarded as a representation by any person that the forward-looking statements set forth herein will be achieved or that any of the contemplated results of such forward-looking statements will be achieved. You should not place undue reliance on forward-looking statements, which speak only as of the date they are made. The Company does not give any assurance that it will achieve its expected results. The Company assumes no obligation to update or revise these forward-looking statements, whether as a result of new information, future events or otherwise, except as otherwise required by applicable law.

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.

NUBURU, INC.

Date: October 21, 2026

By: /s/ Alessandro Zamboni

Name: Alessandro Zamboni

Title: Executive Chairman and Co-Chief Executive Officer

Exhibit 2.1

Certain personally identifiable information has been omitted from this exhibit pursuant to Item 601(a)(6) of Regulation S-K. [***] indicates that information has been redacted.

COURTESY TRANSLATION This document is a courtesy English translation prepared by artificial intelligence for information purposes only. In the event of any discrepancy or inconsistency between this translation and the original Italian-language version of the Agreement, the Italian-language version shall prevail in all respects.

IMPLEMENTATION AGREEMENT

between

Carlo Ulacco, born in Rome (RM) on [***], Italian tax identification number [***], residing at [***] ("CU");

and

Ambrogio D'Arrezzo, born in Crecchio (CH) on [***], Italian tax identification number [***], residing at [***] ("ADA");

and

Andrea Lodi, born in Carpi (MO) on [***], Italian tax identification number [***], residing at [***] ("AL" and, together with CU and ADA, the "Existing Shareholders");

- of the one part -

and

Nuburu Inc., a company incorporated under the laws of Delaware (USA), with registered office at 44 Cook Street, Suite 100, Denver, CO 80206, USA, registered in the register of companies of the State of Delaware under No. 7992754, whose shares are listed on the New York Stock Exchange, represented by Alessandro Zamboni ("Nuburu") (which signs this Agreement solely in respect of the provisions applicable to it);

- of the one part -

and also

Nuburu Defense LLC, a company incorporated under the laws of Delaware (USA), with registered office at 44 Cook Street, Suite 100, Denver, CO 80206, USA, represented by Alessandro Zamboni ("Nuburu Defense" or the "Investor");

- of the other part -

and also

Tekne S.p.A., with registered office at Via Contrada San Matteo No. 42, Poggiofiorito (CH), registered with the Chieti Pescara Companies Register, Italian tax identification and VAT number 01992140697, represented by Ambrogio D'Arrezzo ("Tekne" or the "Company");

- of the other part -

(the Existing Shareholders, Nuburu, the Investor and Tekne are referred to collectively as the "Parties" and individually also as a "Party").

RECITALS

A. On May 25, 2026, the Parties entered into an investment agreement concerning, among other things, the investment by Nuburu Defense in the Company's share capital (the "Investment Agreement") through the subscription of an increase in

Tekne's share capital to be paid up also by converting the Shareholder Loan (as defined below), and the purchase and sale of some of the shares held by the Existing Shareholders, subject to obtaining Golden Power Authorization and following any necessary recapitalization of the Company if its equity, as shown in its annual financial statements or in an updated statement of financial position required for the purposes of the Capital Increase, were negative.

B. Over the preceding months, having regard also to the Company's financial strain and in order to ensure Tekne's operational continuity, Nuburu (also on behalf of its subsidiary Nuburu Defense) has advanced shareholder loans to the Company totaling EUR 27,693,000.00 (the "Shareholder Loan").

C. Golden Power Authorization was obtained subject to requirements on August 5, 2026, and the Parties accordingly acknowledged that the Investment Agreement had become effective in accordance with, and for the purposes of, its provisions.

D. As of today's date (the "Agreement Signing Date"), on the basis of the information provided by the Existing Shareholders to the Investor, the Company appears to have incurred losses as of June 30, 2026 of a magnitude, although still being determined, that may require urgent measures to strengthen the Company's equity, also for the purposes of Articles 2446 and 2447 of the Italian Civil Code.

E. In light of the foregoing, given the urgency of implementing the Investment Agreement, by this agreement implementing the provisions of the Investment Agreement (the "Agreement") the Parties agree to carry out the Investment by supplementing and implementing certain terms and conditions originally provided in the Investment Agreement, all in compliance with the Golden Power Authorization.

NOW, THEREFORE, the Parties agree and stipulate as follows.

1. Recitals - Annexes - Definitions

1.1 The Recitals and the annexes to this Agreement (the "Annexes") form an integral and essential part of this Agreement.

1.2 The conventions set out in Article 1.4 of the Investment Agreement shall apply for the purposes of interpreting this Agreement.

1.3 In the event of any conflict, the provisions of this Agreement shall prevail.

2. Amendments to the Investment Agreement

2.1 The Parties acknowledge and agree that, except as implemented, supplemented and amended by this Agreement with respect to the Investment Agreement, no other provision of the Investment Agreement shall be deemed amended and/or supplemented as a result of the execution of this Agreement.

2.2 Specifically, the Parties agree that:

(i) the arrangements for implementing the Investment provided for in this Agreement replace those described in the Investment Agreement (including, in particular, Articles 4 (Investment), 5 (Capital Increase), 8 (Actions Prior to the Closing Date), and 10.1 and 10.2 (Closing)); and

(ii) the provisions of Article 6 (ADA's Role in the Company Following the Recapitalization) of this Agreement replace the provisions of Article 12 of the Investment Agreement.

3. Purchase and Sale

3.1 The Parties acknowledge and agree that on October 15, 2026 (the "Purchase and Sale Closing Date"), Nuburu Defense shall purchase from the Existing Shareholders, and the Existing Shareholders shall sell to Nuburu Defense, a number of Shares (free from Encumbrances) representing, in aggregate, 67.1% of the Company's share capital (respectively, the "Sale Shares" and the "Purchase and Sale"), for an aggregate consideration of EUR 5,200,000.00 (the "Price"), for which Nuburu, as the Investor's controlling company, shall be jointly and severally liable with Nuburu Defense, of which: (i) EUR 1,200,000.00 on the Agreement Signing Date; and (ii) the remaining portion of the Price (totaling EUR 4,000,000.00) on a deferred basis (the "Deferred Price"), in four equal installments, each of EUR 1,000,000.00, payable respectively by December 31, 2026, January 31, 2027, February 28, 2027 and March 31, 2027 (each installment, an "Outstanding Price Installment").

3.2 The Sale Shares shall be transferred by the Existing Shareholders to the Investor in proportion to their respective interests in Tekne's share capital on the Agreement Signing Date, as detailed in Annex 3.2, and each installment of the Price (on the Purchase and Sale Closing Date and on a deferred basis) shall be paid by the

Investor to the Existing Shareholders pro rata to the IBAN account of each Existing Shareholder, as detailed in Annex 3.2, with a value date corresponding to the payment date of the relevant installment of the Price, by irrevocable bank transfer of immediately available funds.

3.3 The Parties acknowledge and agree that the Price was agreed also taking into account Nuburu Defense's Recapitalization undertaking under Article 4 below, which is to be regarded as an essential condition and basis for the agreed purchase price, and shall be deemed all-inclusive, also with regard to the Tekne Industrial Transfer (under Article 5 below) and the Disposal of Non-Core Assets (under Article 5 below).

3.4 By signing this Agreement, each Existing Shareholder, pursuant to the relevant provisions of Tekne's current articles of association, irrevocably and unconditionally consents to the Purchase and Sale and waives any pre-emption right or other restriction and/or right over the Sale Shares to which that Existing Shareholder is entitled. Each Existing Shareholder further undertakes to sign any additional document or instrument required to further formalize such consent and waiver.

3.5 The Closing shall take place on the Purchase and Sale Closing Date in the presence of the notary selected by the Investor (the "Notary"), at which the Parties (each to the extent of its respective responsibility) shall perform or, as appropriate, cause to be performed, the actions set out in Article 10.3 of the Investment Agreement, which are incorporated herein by reference to the extent applicable mutatis mutandis. Without prejudice to the foregoing, the Parties (each to the extent of its responsibility) shall procure that:

(i) the directors of the Company, Tekne Industrial S.r.l. and Tekne USA Inc. (the "Relevant Tekne Companies") resign from office effective as of the date on which the relevant governing body is reconstituted, providing a statement that they waive all claims against the relevant company and have no further claims against it;

(ii) to the extent possible and within the limits of applicable law, the statutory auditors of the Relevant Tekne Companies (where appointed) resign from office effective as of the date on which the respective supervisory body is reconstituted, providing a statement that they waive all claims against the relevant company and have no further claims against it;

(iii) the Investor delivers letters waiving liability claims addressed to the resigning directors, in the form and with the content set out in Annex 3.5(iii);

(iv) an extraordinary shareholders' meeting of the Company is held with the entire share capital represented to resolve unanimously to adopt new articles of association as set out in Annex 3.5(iv) (the "New Articles of Association"). For clarity, the Parties acknowledge that the definition of Minority Shareholders therein is to be understood as referring to the Existing Shareholders;

(v) shareholders' meetings of Tekne (in ordinary session) and each of the Relevant Tekne Companies are held with the entire share capital represented to resolve unanimously to appoint their corporate bodies and determine their remuneration, it being understood between the Parties that the Tekne board of directors to be appointed on the Purchase and Sale Closing Date shall, pursuant to the New Articles of Association, comprise three directors other than those in office on the Agreement Signing Date, of whom (a) two shall be designated by the Investor; and (b) one shall be designated by the Existing Shareholders, whose name has already been shared among the Parties;

(vi) the Company's shareholders' meeting referred to in paragraph (v) above also resolves unanimously (a) to approve the waiver of liability claims against, and indemnification of, the Company's resigning directors; and (b) to adopt the resolution referred to in Article 4.2 below.

3.6 The Parties agree that, as security for payment of the Deferred Price, ADA shall continue to hold, also in the interest and for the benefit of the other Existing Shareholders, title to the bond issued by SFE - SocFinEur 7.5%, ISIN: GB00BNYKP345 (respectively, the "Security" and the "SFE Bond"). With respect to the Security, the Parties further agree that:

(i) within five (5) Business Days after payment of the final Deferred Price Installment, ADA shall send, also on behalf of the other Existing Shareholders, to the Investor a full receipt and discharge confirming payment in full of the Deferred Price Installments, with the consequent full release of the Security, without the need for any further instrument or formality, and by that date ADA shall be required to return the SFE Bond to Nuburu; and

(ii) any amount paid by SFE in respect of the SFE Bond before payment of the final Deferred Price Installment shall be retained by ADA, also in the interest and for the benefit of the other Existing Shareholders, on a final

basis in satisfaction of the Existing Shareholders' receivable for the Deferred Price Installments, it being understood that any excess amount shall be immediately returned to Nuburu in full.

3.7 By way of partial amendment and supplement to the Earn-Out provided for in Article 6.4.3 of the Investment Agreement, the Parties agree and acknowledge that:

(i) the total amount of the Earn-Out (set in the Investment Agreement at EUR 29,692,000), following the waiver referred to in Article 4.1 of this Agreement, shall be EUR 20,000,000.00 (twenty million), in cash and not in Nuburu shares, and shall be paid annually by June 30 of the following year, after approval of the annual financial statements for financial year 2027 and by approval of the annual financial statements for financial year 2036, as provided in the Investment Agreement, provided that:

(a) in all cases, the Existing Shareholders shall be paid pro rata,

(a.1) in their personal capacity, transferable upon death, and with the Earn-Out remaining vested in the Existing Shareholders in the event of the exercise of (x) drag-along rights, redemption rights or tag-along rights pursuant to the New Articles of Association; and (y) a permitted transfer under Article 5(xiv), paragraph (b) (i.e., 'corporate vehicle') and paragraph (d) (i.e., 'intra-family transfer') of the New Articles of Association, as provided in Article 9.1 of those New Articles of Association;

(a.2) a minimum annual amount of EUR 2,000,000.00 (two million) (the "Guaranteed Annual Minimum"), acknowledged as due in all cases and irrespective of the amount of the Company's revenues, it being understood, for clarity, that if during the above period, as a result of the payments made to the Existing Shareholders (and/or their heirs) as Earn-Out (as the Guaranteed Annual Minimum and/or by reference to the Company's revenues as provided in the Investment Agreement), the total amount of EUR 20,000,000.00 (twenty million) has been reached, no further amount shall be due to the Existing Shareholders (or their heirs) as Earn-Out; and

(b) if the Guaranteed Annual Minimum for a financial year has not been paid by the relevant June 30 deadline, Nuburu Defense and Nuburu (as the Investor's controlling company), jointly and severally liable, shall pay it within no more than sixty (60) days, with the express provision that, in the event of non-payment even within that additional period, the Existing Shareholders (or their heirs) shall be entitled to request and obtain from Nuburu Defense and/or Nuburu, as jointly and severally liable obligors, payment, in a single payment and within a further period of one hundred twenty (120) days, of the entire Earn-Out amount, less the aggregate amount already paid to the Existing Shareholders as Earn-Out (including, for clarity, the Guaranteed Annual Minimum amounts) (the "Outstanding Earn-Out"); in the event of failure to pay the entire Outstanding Earn-Out within that further period, the Existing Shareholders (and/or their heirs) may pursue recovery of the full amount from Nuburu Defense and/or Nuburu, as jointly and severally liable obligors, together with costs and interest;

(ii) if the Investor transfers a Controlling interest in the Company (including, for clarity, upon application of drag-along, redemption or tag-along rights under the New Articles of Association), with the transferee assuming the obligation to pay the Earn-Out (to the extent still payable at that date), in accordance with the Investment Agreement and the New Articles of Association, that transferee shall provide, and the Investor shall procure that the transferee provides, adequate security in favor of the Existing Shareholders or their heirs, in the reasonable judgment of the Existing Shareholders or their heirs after consulting the Investor, in respect of that payment obligation (including the provision of adequate documentary evidence demonstrating that the transferee has sufficient capital, economic and financial strength to meet that payment obligation).

4. Undertakings of the Parties in Relation to the Recapitalization

4.1 The Parties agree and undertake to procure that, simultaneously with completion of the Purchase and Sale and as an essential element thereof (in consideration for the Existing Shareholders' waiver, under Article 3.7 above, of a portion of the Earn-Out amounting to EUR 9,692,000 (nine million six hundred ninety-two thousand), out of the maximum aggregate amount of EUR 29,693,000 originally provided for in the Investment Agreement), Nuburu, also on behalf of its subsidiary Nuburu Defense, shall finally and irrevocably waive:

(i) the entire receivable arising from the Shareholder Loan (EUR 27,693,000.00), including all conversion rights;

(ii) accrued interest on the Shareholder Loan for the period October 1, 2026 - October 15, 2026, accrued and unpaid as of the Agreement Signing Date, of EUR 45,521.1;

(iii) Nuburu's receivable from Tekne arising from invoices issued to the Company and unpaid as of the Agreement Signing Date, totaling EUR 904,938.08;

(iv) the receivable arising from the payment made by Nuburu, in the name and on behalf of the Investor, to the Company to create the deposit for the issuance of three letters of credit for the "Bangladesh contract," totaling EUR 1,005,978; and

(v) the accrued portion of the quarterly fee for the period October 1, 2026 - October 15, 2026, payable to Nuburu pursuant to the business network agreement entered into between Nuburu and Tekne on December 30, 2025, accrued and unpaid as of the Agreement Signing Date, of EUR 45,521.1;

all as detailed in Annex 4.1, thus totaling EUR 29,694,958.28 (collectively, the "Waiver"), as a capital contribution without any right to repayment, thereby creating a reserve not earmarked to any particular shareholder, for the benefit of all shareholders and permanently forming part of the Company's equity (the "Recapitalization").

For clarity, the Parties understand that Nuburu's Recapitalization undertaking is limited to the amount subject to the Waiver.

4.1 For the purposes of the Recapitalization and immediately following the Waiver, the Parties (each to the extent of its respective responsibility) shall procure that an ordinary shareholders' meeting is held with all of the Company's shareholders present, which unanimously acknowledges the Waiver as a capital contribution without any right to repayment and, consequently, the creation of an equity reserve of the same amount, not earmarked to any particular shareholder, for the benefit of all shareholders and permanently forming part of the Company's equity.

4.2 The Parties expressly acknowledge and agree that, as a result of the Waiver and limited to the amount thereof, the Recapitalization shall have no dilutive effect on the Existing Shareholders, and accordingly the ownership ratio in Tekne's share capital shall remain unchanged as of that date, namely 70% Investor / 30% Existing Shareholders.

4.3 The Parties acknowledge and agree that any registration tax payable in connection with the Waiver shall be borne equally by the Investor and Tekne.

5. Disposal of Non-Core Assets and Transfer of Tekne Industrial

5.1 By way of partial derogation from and supplement to Article 11.2.1(b) of the Investment Agreement, as soon as technically possible after the Purchase and Sale Closing Date:

(i) the Parties shall procure that Tekne adopts the corporate resolutions and carries out the actions necessary to approve a partial asymmetrical demerger through which the Non-Core Assets shall be allocated to ADA;

(ii) ADA shall transfer (partly on his own behalf and partly on behalf of the other minority shareholders, pursuant to Article 1478 of the Italian Civil Code) to Tekne an equity interest (free from any Encumbrance) representing 0.44% of the share capital of Tekne Industrial S.r.l., VAT number 02390970354, of which 0.27% is already owned by ADA on the Agreement Signing Date, by way of a purchase of that equity interest for EUR 1.00.

5.2 The Parties declare that they have properly assessed the validity and amount of the exchange and the transaction under this Article 5, and waive any objection in that respect.

6. ADA's Role in the Company Following the Recapitalization

The Parties agree that, subject to completion of the Purchase and Sale, the Company and ADA shall enter into a consultancy agreement (the "Consultancy Agreement") on the following terms and conditions:

(i) a term of six months from the date of signing the Consultancy Agreement, unless terminated earlier for just cause as provided by law;

(ii) throughout the term of his consultancy relationship with the Company, ADA shall be subject to exclusivity and non-compete obligations (including a non-solicitation obligation);

(iii) ADA shall receive fixed gross annual compensation totaling EUR 120,000.00 (plus VAT, where due), payable monthly on a pro rata temporis basis;

(iv) in addition to the foregoing, a sales commission equal to 3% of the value of each individual commercial contract relating to proposals originated by ADA shall be provided;

it being understood in any event that, following the Consultancy Agreement and for the period during which he continues to hold shares in the Company, ADA undertakes not to engage in activities competing with the Company in relation to potential orders for goods and/or requests for services falling within the Relevant Business (as defined in Article 7 below) (the "Potential Orders"), and to notify the Company of such Potential Orders in advance in writing; the Company shall be offered the opportunity to participate in them (and therefore to perform, in whole or in part, the notified Potential Orders) as follows:

(a) he shall provide the essential information regarding the main terms and conditions of the Potential Orders, accompanied by appropriate supporting documentation;

(b) the Company shall be allowed a reasonable period, in any event not less than fifteen (15) days from the day on which the essential information is provided pursuant to paragraph (a) above, to express in writing its interest in performing all or part of the Potential Orders, specifying the terms and arrangements for its participation in the Potential Orders;

(c) if ADA receives no expression of interest within that period, ADA shall be free to initiate and carry out the Potential Orders with third parties, without involving the Company, and this shall not constitute any prohibited competition.

7. Agreements Between the Parties Regarding Orders and Services

7.1 During the period between the Agreement Signing Date and the date on which the full Earn-Out amount is paid pursuant to Article 3.7 above (or until the date on which, for any reason, the Earn-Out is no longer due), the Investor, also in its capacity as the Company's majority shareholder, and Nuburu (as the Investor's controlling shareholder), in order to avoid competition within the Nuburu group with respect to the services and products provided and manufactured by Tekne:

(i) undertake not to entrust, assign, transfer or outsource, in whole or in part, directly or indirectly, to any Nuburu group company (other than Tekne) and/or to third parties, services and/or orders falling within the Company's core business as conducted on the Agreement Signing Date, namely the design, manufacture, outfitting, conversion, marketing and servicing of industrial, special-purpose, military and passenger vehicles, buses and vehicles generally, and the design, manufacture and marketing of RF frequency-jamming equipment and systems (the "Relevant Business");

(ii) undertake to procure that services and products falling within the Relevant Business are contracted for directly and/or indirectly by Tekne at prices consistent with the Company's business plan.

7.2 Any exception to this Article shall be valid only if previously authorized by the Existing Shareholders in a written instrument specifically referring to the relevant activity and/or order. Any such authorization shall not be construed as a general or prospective waiver of this prohibition.

7.3 Without prejudice to Article 7.2 above, the Parties acknowledge that the obligation under this Article 7 constitutes an essential obligation, in view of the Existing Shareholders' interest in avoiding any adverse effect on or reduction in the accrual of the Earn-Out.

List of Annexes

Annex 3.1.1 (iii) -- New Articles of Association

Annex 3.2 -- Existing Shareholders' Interests and Allocation of the Price

Annex 3.5(iii) -- Release Letter

Annex 4.1 -- Waiver

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If the foregoing reflects the understandings reached and the intentions shared, please communicate your acceptance by reproducing the full text of the Implementation Agreement and its annexes and signing it at the end as evidence of full acceptance of its contents.

Yours faithfully,

Nuburu Inc.

/s/ Alessandro Zamboni
Name: Alessandro Zamboni

Nuburu Defense LLC

/s/ Alessandro Zamboni
Name: Alessandro Zamboni

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We return a copy of the Implementation Agreement together with its annexes, signed at the end in full acceptance of its contents.
Yours faithfully,

/s/ Ambrogio D'Arrezzo

/s/ Carlo Ulacco

/s/ Andrea Lodi

Tekne S.p.A.

/s/ Ambrogio D'Arrezzo
Name: Ambrogio D'Arrezzo
Title: Chairman of the Board of Directors