
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): December 11, 2025

STREAMEX CORP.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38659
(Commission
File Number)

26-4333375
(IRS Employer
Identification No.)

**2431 Aloma Avenue, Suite 243
Winter Park, Florida 32792**
(Address of principal executive offices)
90025
(Zip Code)

(203) 409-5444
(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 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:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of exchange on which registered</u>
Common Stock, par value \$0.001 per share	STEX	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement

On December 11, 2025, Streamex Corp. (the “Company”) entered into a Share Purchase Agreement (the “Purchase Agreement”) with Terra Capital Natural Resources Fund Pty Ltd. (“Purchaser”) pursuant to which the Company acquired a 9.9% equity interest in Empress Royalty Corp. (“Empress”). Pursuant to the Purchase Agreement, the Company acquired 12,671,297 shares of common stock of Empress from Purchaser in exchange for 2,443,750 shares of common stock of the Company, par value \$0.001 per share (“Common Stock”), at an implied price of US\$5.00 per STEX share for an aggregate value of C\$17,106,251.62, resulting in an aggregate transaction value of US\$12,218,751.00.

The transaction is structured to provide the Company with direct exposure to Empress’ portfolio of gold and silver royalty and streaming assets, which aligns with the Company’s strategy to expand into real-world, yield-generating commodity assets and supports its broader mission of integrating traditional commodities with regulated digital asset infrastructure. A copy of the Purchase Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K. The foregoing description of the Purchase Agreement is qualified in its entirety by reference to the full text of the Purchase Agreement.

Item 3.02 Unregistered Sales of Equity Securities

Pursuant to the Purchase Agreement, the Company issued 2,443,750 shares of Common Stock to Purchaser in exchange for 12,671,297 shares of Empress common stock held by Purchaser. The consideration was determined based on the aggregate value of the securities exchanged, as set forth in the Purchase Agreement.

No underwriters or placement agents were involved in the transaction.

Item 8.01 Other Information

On December 11, 2025, the Company issued a press release announcing entry into the Purchase Agreement.

A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

Exhibit Number	Description
10.1	Share Purchase Agreement dated December 11, 2025 between Streamex Corp and Terra Capital Natural Resources Fund Pty Ltd.
99.1	Press Release dated December 11, 2025
104	Cover Page Interactive Data File (formatted as Inline XBRL)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: December 16, 2025

STREAMEX CORP.

By: /s/ Karl Henry McPhie

Name: Karl Henry McPhie

Title: Chief Executive Officer

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made the 11th day of December, 2025.

BETWEEN:

TERRA CAPITAL NATURAL RESOURCES FUND PTY LTD.
, with an office at Level 12, 25 Bligh St., Sydney, New South Wales
2000

(the "**Seller**")

AND:

STREAMEX CORP., a corporation existing under the laws of
Delaware and having an office at 2431 Aloma Avenue, Suite 243,
Winter Park, Florida 32792

(the "**Purchaser**")

WHEREAS:

- A. The Seller is the beneficial owner of 12,671,297 common shares (the "**Purchased Shares**") in the capital of Empress Royalty Corp. ("**Empress**");
- B. The Purchaser wishes to purchase and the Seller wishes to sell the Purchased Shares upon the terms and conditions herein contained;
- C. The Seller and the Purchaser have agreed to use an exchange rate of 1 USD to 1.40 CAD to determine the Share Consideration; and
- D. The Purchased Shares represent 9.9% of the issued and outstanding common shares of Empress.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Parties), the Parties agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

- (a) "**Agreement**" means this agreement and any recitals to this agreement, as amended, supplemented or restated from time to time;

- (b) **"Parties"** means the parties to this Agreement and **"Party"** means any one of them;
- (c) **"Purchase Price"** means the aggregate value of the Share Consideration, as set forth in Section 2.1 of this Agreement;
- (d) **"Purchased Shares"** has the meaning given to it in recital A to this Agreement; and
- (e) **"Share Consideration"** has the meaning given to it in Section 2.1 of this Agreement.

1.2 Headings

The division of this Agreement into sections and the insertion of headings are for convenience only and do not form a part of this Agreement and will not be used to interpret, define or limit the scope, extent or intent of this Agreement.

1.3 Section References

Unless otherwise specified, references in this Agreement to **"Section(s)"** are to sections of this Agreement.

1.4 Number and Gender

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.5 Governing Law

This Agreement is governed exclusively by, and is to be enforced, construed and interpreted exclusively in accordance with the laws of the State of Delaware and the federal laws of the United States applicable therein, which will be deemed to be the proper law of this Agreement.

2. PURCHASE AND SALE

2.1 Purchase and Sale

Subject to and in accordance with the terms and conditions set forth in this Agreement, the Seller hereby sells, assigns and transfers the Purchased Shares to the Purchaser and the Purchaser hereby purchases the Purchased Shares with an aggregate value equal to C\$17,106,251.62 in consideration for the issuance by the Purchaser of 2,443,750 restricted shares of common stock, par value \$0.001 per share, of the Purchaser (the **"Share Consideration"**) with an aggregate value equal to US\$12,218,751.16 (the **"Purchase Price"**).

2.2 Delivery of Share Consideration

Concurrently with the execution of this Agreement, the Purchaser shall deliver the Share Consideration to the Seller by book-entry through its transfer agent (or, if mutually agreed, by physical certificate), subject to any applicable legends or restrictions under this Agreement or applicable law.

2.3 Delivery of Purchased Shares

Concurrently with the execution of this Agreement, the Seller shall deliver the Purchased Shares, to the Purchaser by book-entry through its transfer agent (or, if mutually agreed, by physical certificate), subject to any applicable legends or restrictions under this Agreement or applicable law.

2.3 Shareholder Rights

To the extent that the Seller holds any voting, dividend or other rights in respect of all or part of the Purchased Shares, including based on a record date fixed prior to the date hereof, the Seller irrevocably agrees that it will, as applicable, hold and exercise such rights for the sole benefit of, and as directed by, the Purchaser. The Seller shall take all reasonable steps to ensure compliance with this Section 2.3 and provide prompt notice to the Purchaser if it becomes aware of, or receives any correspondence (including providing copies thereof to the Purchaser) in connection with such rights. The Seller will not, and will not permit any other person to grant, issue or provide any proxy or power of attorney over any of the Purchased Shares, other than as may be approved by the Purchaser.

3. REPRESENTATIONS AND WARRANTIES

3.1 Seller's Representations and Warranties

The Seller represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with its purchase of the Purchased Shares:

- (a) Organization and Power – the Seller is duly organized and validly existing under the laws of its jurisdiction of organization and has the power, authority and capacity to enter into this Agreement on the terms and conditions herein set forth and to carry out the transactions contemplated by this Agreement;
- (b) Title to Shares – the Seller is the beneficial owner of all of the Purchased Shares, the Purchased Shares are fully paid and non-assessable and the Purchased Shares will be transferred to the Purchaser free and clear of any mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances or demands whatsoever;
- (c) No Other Purchase Agreements or Restrictions on Transfer - no person, firm or corporation has, or will have, any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, acquisition or transfer from the Seller of any of the

Purchased Shares or any interest therein or right thereto owned by the Seller, other than the Purchaser pursuant to this Agreement and the Purchased Shares are not subject to any statutory holding period, restrictive legend, contractual lock up or other restriction on transfer except those restrictions on transfer as may be imposed by applicable securities laws and that do not restrict the sale and transfer of the Purchased Shares as contemplated herein. The sale of the Purchased Shares to the Purchaser is not a “distribution” within the meaning of the *Securities Act* (British Columbia) and no prospectus is required to be filed to qualify the Purchased Shares for public distribution in Canada and the Purchased Shares are and will be free from any hold periods in Canada;

- (d) Due Authorization - the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder have been authorized by all necessary action on the part of the Seller;
- (e) Subsequent Sales – The Seller agrees that the Share Consideration may be offered, sold or otherwise transferred only (I) pursuant to a registration statement which has been declared effective under the Securities Act of 1933, as amended (the “Securities Act”), (II) to a person it reasonably believes is a qualified institutional buyer (“QIB”) that purchases for its own account or for the account of a QIB and, if and for so long as the Share Consideration becomes eligible for resale pursuant to Rule 144A of the Securities Act (“Rule 144A”), to whom notice is given that the transfer is being made in reliance on Rule 144A, (III) pursuant to offers and sales that occur outside the United States in compliance with Regulation S under the Securities Act; or (IV) pursuant to an exemption from registration, including Rule 144 under the Securities Act (if available), in each case in accordance with any applicable securities laws of any state of the United States or any other jurisdiction;
- (f) Enforceable Agreement - this Agreement has been duly executed and delivered by the Seller and constitutes a legal, valid and binding obligation of the Seller, enforceable by the Purchaser against the Seller in accordance with its terms, subject to the availability of equitable remedies and the enforcement of creditors' rights generally;
- (g) No Other Agreements – there are no agreements, commitments or understandings between the Seller and the Purchaser, or their respective affiliates or any other person acting on their behalf, other than this Agreement; and
- (h) Brokerage Fees – there are no brokerage fees or commissions payable in connection with the sale of the Purchased Shares by the Seller pursuant to this Agreement.

3.2 Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Seller as follows and acknowledges that the Seller is relying on such representations and warranties in connection with the sale of the Purchased Shares:

- (a) Organization and Power - the Purchaser is a corporation duly organized and validly existing under the laws of its jurisdiction of organization and has the power, authority and capacity to enter into this Agreement on the terms and conditions herein set forth and to carry out the transactions contemplated by this Agreement;
- (b) Title to Shares – the Purchaser is the beneficial owner of all of the Share Consideration and the beneficial interest to the Share Consideration will be transferred to the Purchaser free and clear of any mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances or demands whatsoever;
- (c) Due Authorization - the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder have been authorized by all necessary action on the part of the Purchaser;
- (d) Enforceable Agreement - this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable by the Seller against the Purchaser in accordance with its terms, subject to the availability of equitable remedies and the enforcement of creditors' rights generally;
- (e) No Other Purchase Agreements or Restrictions on Transfer - no person, firm or corporation has, or will have, any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, acquisition or transfer from the Purchaser of any of the Share Consideration or any interest therein or right thereto owned by the Purchaser, other than the Seller pursuant to this Agreement and the Share Consideration is not subject to any statutory holding period, restrictive legend, contractual lock up or other restriction on transfer except those restrictions on transfer as may be imposed by applicable securities laws and that do not restrict the sale and transfer of the Share Consideration as contemplated herein; and
- (f) Brokerage Fees – there are no brokerage fees or commissions payable in connection with the purchase of the Purchased Shares by the Purchaser pursuant to this Agreement.

4. GENERAL PROVISIONS

4.1 Indemnification

- (a) The total liability of each of the Seller and the Purchaser for claims under this Agreement shall not exceed the Purchase Price, and any such claims must be brought within twelve (12) months following the date hereof.

- (b) The Seller shall indemnify, defend, and hold harmless the Purchaser and its representatives, directors, officers, partners, members, controlling persons, and affiliates (collectively, the "**Purchaser Indemnified Persons**") for, and shall pay to the Purchaser Indemnified Persons the amount of any loss, liability, claim, damage, penalties, fines, judgments (at equity or at law, including statutory and common), damages whenever arising or incurred (including amounts paid in settlement), and expenses (including reasonable attorneys' fees) (collectively, "**Damages**"), to the extent the Damages are actually sustained by any of the Purchaser Indemnified Persons and arise from any breach of any representation or warranty made by the Seller in this Agreement.
- (c) The Purchaser shall indemnify, defend, and hold harmless the Seller and its representatives, directors, officers, partners, members, controlling persons, and affiliates (collectively, the "**Seller Indemnified Persons**") for, and shall pay to the Seller Indemnified Persons the amount of any Damages, to the extent the Damages are actually sustained by any of the Seller Indemnified Persons and arise from any breach of any representation or warranty made by the Purchaser pursuant to this Agreement.

4.2 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, among the Parties with respect to the subject matter of this Agreement except as specifically set out herein.

4.3 Waiver and Consent

No consent or waiver, express or implied, by any Party to or of any breach or default by another Party of any or all of its obligations under this Agreement will be valid unless it is in writing, nor will it eliminate or modify the need for a specific consent or waiver in any other or subsequent instance.

4.4 Amendments

This Agreement may not be amended except by written agreement among all the Parties.

4.5 Assignment

No Party may assign any right, benefit or interest in this Agreement without the written consent of the other Party.

4.6 Expenses

Each Party will bear the responsibility for its own expenses in connection with the transactions contemplated by this Agreement.

4.7 Binding Effect

This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

4.8 Further Assurances

Each Party will, at its own expense, execute and deliver all such further agreements and documents and do such further acts and things as may be reasonably required to give effect to this Agreement.

4.9 Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts will constitute one and the same agreement. This Agreement may be executed and transmitted by facsimile or electronic transmission and if so executed and transmitted this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

[Signature page follows.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

**TERRA CAPITAL NATURAL RESOURCES
FUND PTY LTD.**

By: /s/ Jeremy Bond
Name:
Title: Jeremy Bond, Director

STREAMEX CORP.

By: /s/ Henry McPhie
Name: Henry McPhie
Title: CEO

Streamex Corp. (NASDAQ: STEX) Acquires 9.9% Strategic Equity Stake in Royalty and Streaming Firm Empress Royalty Corp. Through a Premium Priced Share-for-Share Transaction at US\$5.00 STEX with a Leading Institutional Investment Firm

LOS ANGELES, CA – December 11, 2025 — **Streamex Corp.** (“Streamex” or the “Company”) (NASDAQ: STEX), a leader in institutional-grade tokenization and real-world asset infrastructure, today announced that it has acquired a 9.9% equity interest in Empress Royalty Corp. (“Empress”) (TSXV: EMPR) through a strategic share purchase from Terra Capital Natural Resources Fund Pty Ltd. (“Terra Capital”), a prominent institutional investor.

Under the executed Share Purchase Agreement, Streamex acquired 12,671,297 common shares of Empress in exchange for 2,443,750 restricted common shares of Streamex at a **US\$5.00 STEX share price**, representing a premium to the current market price of STEX and an aggregate transaction value equal to US\$12,218,751.

Why This Transaction Matters for Streamex**Positive Deal Structure Completed at a Premium to Market**

Executing the transaction at a premium STEX share price with a leading institutional investment firm further establishes demand for STEX stock with the exchange set at a US\$5.00 share price following the previous equity financing which occurred in August 2025 at US\$3.90 for US\$15,023,381.

Strategic Expansion into Royalty & Streaming Assets

Empress Royalty is a pure-play precious metals royalty and streaming company with a diversified global portfolio spanning producing, development-stage, and exploration-stage assets. Its focus on gold and silver royalties and streams aligns directly with Streamex long-term strategy of enhancing exposure to real-world, yield-generating commodity assets, royalties and streams.

Alignment With Streamex’s Mission

This strategic investment supports Streamex’s broader vision to integrate royalties and streams with modern, regulated on-chain digital infrastructure, accelerating the adoption of real-world asset tokenization across global markets.

Executive Commentary**Jeremy Bond, CEO of Terra Capital Natural Resources Fund Pty Ltd., commented:**

“We are very pleased to complete this transaction and to align Terra Capital with the Streamex team. Streamex is building one of the most forward-thinking platforms in the real-world asset space, and we believe their vision for bringing commodity-backed assets into modern financial infrastructure is both compelling and timely. This transaction represents a strong outcome for our fund, and we are excited to be long-term partners alongside Streamex as they continue to grow their footprint in the commodities and tokenization sectors.”

Henry McPhie, CEO of Streamex, said:

“Securing a 9.9% strategic position in Empress Royalty Corp. is an important milestone for Streamex as we advance our mission to expand deeply into the commodities space. Empress’s portfolio gives us direct exposure to real, cash-flowing precious-metal assets that complement our broader strategy of building institutional pathways for tokenized commodity markets. This investment strengthens our foundation as we continue developing regulated, on-chain infrastructure for a new generation of asset-backed financial products across gold, silver, royalties and streams.”

About Streamex Corp. (NASDAQ: STEX)

Streamex Corp. is a vertically integrated technology and infrastructure company focused on the tokenization and digitalization of real-world assets. Streamex provides institutional-grade solutions that bring traditional commodities and financial assets on-chain through secure, regulated, and yield-bearing instruments. The Company is committed to delivering transparent, scalable, and compliant digital-asset solutions that bridge the gap between traditional finance and blockchain-enabled markets.

For more information, visit www.streamex.com or follow the company on X [@Streamex](https://twitter.com/Streamex)

About Terra Capital Natural Resources Fund Pty Ltd.

Founded in 2010, Terra Capital is an Australian based specialist investment manager for wholesale and sophisticated investors. Based in Sydney, the firm has established itself as one of the best performing Fund managers in Australia. Terra Capital has a proven track record of performance.

For more information, visit www.terracapital.com.au

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding Streamex’s strategic investment in Empress Royalty Corp.; expected benefits from the acquisition; Streamex’s plans for expanding exposure to real-world assets; and the Company’s long-term strategy in digital asset infrastructure and commodity tokenization. Forward-looking statements are based on current expectations and assumptions and are subject to risks and uncertainties that may cause actual results to differ materially from those projected.

Such risks include, but are not limited to, fluctuations in the price of precious metals which could impact the value of the investment; market demand for digital securities and tokenized assets; regulatory developments; geopolitical factors; technological challenges; and other factors described in Streamex’s filings with the U.S. Securities and Exchange Commission. Streamex undertakes no obligation to update forward-looking statements except as required by law.

Press & Investor Relations

Adele Carey – Alliance Advisors Investor Relations

IR@streamex.com | acarey@allianceadvisors.com

Henry McPhie

Chief Executive Officer, Streamex Corp.
contact@streamex.com | www.streamex.com | [X.com/streamex](https://x.com/streamex)
