

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

**SCHEDULE 13D/A**  
**Amendment No. 1**

Under the Securities Exchange Act of 1934

**Decrypto Holdings, Inc.**  
(Name of Issuer)

**Common Stock, par value \$0.0001**  
(Title of Class of Securities)

**92934S502**  
(CUSIP Number)

**Michael D. Farkas**  
**President, Chief Executive Officer, Chief Financial Officer**  
**Balance Labs, Inc.**  
**407 Lincoln Road, Suite 701**  
**Miami Beach, Florida 33139**  
**Phone: (305) 907-7600**

**With Copies to:**  
**Gregory Sichenzia, Esq.**  
**Sichenzia Ross Ference LLP**  
**1185 Avenue of the Americas, 31<sup>st</sup> Floor**  
**New York, New York 10036**  
**Tel: (212) 930-9700**

**November 18, 2021**  
(Date of Event which Requires Filing of this Statement)

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

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

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

CUSIP No. 92934-S502

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1.	Name of Reporting Persons. I.R.S. Identification Nos. of above Persons (Entities Only) Balance Labs, Inc. ("Balance Labs"). See (a) below. 47-1146785
2.	Check the Appropriate box if a Member of a Group (See Instructions)  (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) AF
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e). <input type="checkbox"/>
6.	Citizenship or Place of Organization: Delaware
Number of Shares Beneficially Owned by Each Reporting	7. Sole Voting Power 7,175,084 See (a) below

Person With	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 7,175,084 See (a) below.
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 7,175,084 See (a) below.	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 30.23%	
14.	Type of Reporting Person CO	

(a) Michael D. Farkas is the beneficial holder of approximately 59.9% of the issued and outstanding capital stock of Balance Labs, Inc., holding 11,888,889, 1,400 and 1,098,526 shares of common stock of Balance Labs, Inc. through Balance Holdings, LLC, Shilo Security Solutions, Inc., and Shilo Holding Group LLC, respectively, as of March 7, 2022.

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#### Item 1: Security and Issuer

The class of equity securities to which this Schedule 13D/A relates is the common stock, \$0.0001 par value per share (the "Shares"), of Descrypto Holdings, Inc. (f/k/a W Technologies, Inc.), a Delaware corporation (the "Issuer"), which has its principal executive office at 9440 Santa Monica Boulevard, Suite 301, Beverly Hills, CA 90201.

#### Item 2: Identity and Background

Item 2.

This Schedule 13D/A is being filed pursuant to Rule 13d-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") by Balance Labs, Inc. a Delaware corporation, and Michael D. Farkas ("Mr. Farkas," and together with Balance Labs, the "Reporting Persons"), As noted above, Mr. Farkas is the beneficial holder of approximately 59.9% of the issued and outstanding capital stock of Balance Labs, holding 11,888,889, 1,400 and 1,098,526 shares of common stock of Balance Labs, Inc. through Balance Holdings, LLC, Shilo Security Solutions, Inc., and Shilo Holding Group LLC, respectively, as of March 7, 2022. The principal place of business of Balance Labs is located at 407 Lincoln Road Suite 701, Miami Beach, Florida 33139, and its principal business is providing business development and consulting services to startup and development-stage companies.

d. The Reporting Persons have not, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

e. The Reporting Persons have not, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or state securities laws or finding any violation with respect to such laws.

#### Item 3: Source and Amount of Funds or Other Considerations

##### Share Exchange Agreement

On June 15, 2021, (the "Effective Date"), a majority owned subsidiary of Balance Labs, Krypto Ventures Inc. (formerly KryptoBank Co.), a Delaware corporation ("Krypto Ventures"), entered into a share exchange agreement (the "Share Exchange Agreement") with (i) Descrypto Holdings, Inc., a Delaware corporation, (ii) each of the stockholders of Krypto Ventures (the "Krypto Ventures Stockholders") and (iii) Aleksandr Rubin as the representative of the Krypto Ventures Stockholders (the "Stockholders' Representative," and together with Descrypto Holdings, Inc., the Krypto Ventures Stockholders (including Balance Labs), the "Parties"). As a result of the Exchange, Balance Labs now owns 46.1% of the issued and outstanding common stock of Descrypto Holdings, Inc. and the Company no longer owns any portion of Krypto Ventures Inc. outstanding common stock.

The Closing of the Share Exchange Agreement occurred on July 29, 2021. Pursuant to the terms of the Share Exchange Agreement, Descrypto Holdings, Inc. acquired 102,500,000 shares of Krypto Ventures' common stock, representing 100% of the issued and outstanding capital stock of Krypto Ventures, in exchange for the issuance to the Krypto Ventures Stockholders of 233,474,958 shares of the Descrypto Holdings, Inc.'s common stock, representing 46.1% of the issued and outstanding capital stock of Descrypto Holdings, Inc. (the "Exchange"). Immediately prior to the closing of the Share Exchange Agreement, Balance Labs owned 52,500,000 shares of common stock of Krypto Ventures, which it exchanged for 119,584,736 shares of common stock of Descrypto Holdings, Inc.

In connection with the transaction, the Reporting Persons entered into a lockup agreement pursuant to which Balance Labs agreed, among other things, that they will not sell or transfer (subject to certain customary exceptions) any shares of Descrypto Holdings, Inc.'s Common Stock for a period of 12 months following the Closing, and also agreed not to (i) offer for sale, sell, pledge or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any shares of Descrypto Holdings, Inc.'s Common Stock; (ii) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of shares of Descrypto Holdings, Inc.'s Common Stock, whether any such transaction is to be settled by delivery of shares of Descrypto Holdings, Inc.'s Common Stock or other securities, in case or otherwise; or (iii) publicly disclose the intention to do any of the foregoing actions.

##### November Redemption Agreement

On November 18, 2021, Balance Labs entered into a redemption agreement (the "November Redemption Agreement") pursuant to which Balance Labs agreed to sell, and

Descrypto Holdings, Inc. agreed to purchase, an aggregate of 83,709,315 shares of Descrypto Holdings, Inc.'s Common Stock owned by Balance Labs. Following the November Redemption Agreement, Balance Labs owned 35,875,421 shares of Descrypto Holdings, Inc.'s Common Stock.

#### *February Redemption Agreement*

On February 18, 2022, Balance Labs entered into a redemption agreement with Descrypto Holdings, Inc., (the "February Redemption Agreement"). Pursuant to the terms of the February Redemption Agreement, Balance Labs agreed to sell, and Descrypto Holdings, Inc. agreed to purchase, an aggregate of 28,700,337 shares of Descrypto Holdings, Inc.'s common stock, par value \$0.0001 per share, at a purchase price of \$0.00001 per share, for a resulting total consideration of \$287.00. Following the Redemption Agreement, Balance Labs currently owns 7,175,084 shares of Descrypto Holdings, Inc.'s Common Stock.

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#### **Item 4: Purpose of Transaction**

- (a) The Reporting Persons have no plans or proposals to (i) to acquire, either directly or indirectly, any additional securities of Descrypto Holdings, Inc., or (ii) to dispose of any securities of Descrypto Holdings, Inc.;
- (b) The Reporting Persons have no plans or proposals to engage in any extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving Descrypto Holdings, Inc. or any of Descrypto Holdings, Inc.'s subsidiaries;
- (c) The Reporting Persons have no plans or proposals to engage in the sale or transfer of a material amount of the assets of Descrypto Holdings, Inc. or any of Descrypto Holdings, Inc.'s subsidiaries;
- (d) The November Redemption Agreement and February Redemption Agreement do not provide for any changes in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board.
- (e) The Reporting Persons have no plans or proposals to make any change in the present capitalization or dividend policy of the issuer;
- (f) The Reporting Persons have no plans or proposals to make any other changes in Descrypto Holdings, Inc.'s business or corporate structure;
- (g) The Reporting Persons have no plans or proposals to (i) make any changes in Descrypto Holdings, Inc.'s charter, bylaws or instruments corresponding thereto, or (ii) take any other actions which may impede the acquisition of control of the issuer by any person;
- (h) The Reporting Persons have no plans or proposals to cause any class of securities of Descrypto Holdings, Inc. to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) The Reporting Persons have no plans or proposals to take any actions similar, or in addition, to any of those enumerated above.

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#### **Item 5: Interest in Securities of the Issuer**

- (a) – (b) Mr. Farkas is the beneficial holder of approximately 59.9% of the issued and outstanding capital stock of Balance Labs, and as a result of such ownership, Mr. Farkas and Balance Labs may be deemed to have shared voting power and shared dispositive power with respect to 7,175,084 shares, representing approximately 30.23% of the issued and outstanding shares of Descrypto Holdings, Inc., held by Balance Labs. The calculation of the percentage of outstanding shares of Descrypto Holdings, Inc., held by the Reporting Persons is based on 23,734,979 shares outstanding, as of March 7, 2022.
- (c) Except for the acquisition of the shares of Descrypto Holdings, Inc. pursuant to the Share Exchange Agreement, November Redemption Agreement, and February Redemption Agreement, as described above, the Reporting Persons have not effected any transaction in the securities of Descrypto Holdings, Inc. during the past 60 days.
- (d) To the knowledge of the Reporting Persons, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities of Issuer reported herein.
- (e) Not applicable.

#### **Item 6: Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Pursuant to the Share Exchange Agreement, the Parties agreed, at the Closing, to undertake the following actions (i) the Descrypto Holdings, Inc. Board shall undertake such actions as required to expand the size of the Descrypto Holdings, Inc. Board to be comprised of a number of persons as determined by KryptoBank and thereafter to name persons as directed by KryptoBank as directors on the Descrypto Holdings, Inc. Board, (ii) the Descrypto Holdings, Inc. Board shall undertake such actions as required to name persons as directed by KryptoBank as the Chief Executive Officer and as other officers of Descrypto Holdings, Inc. as directed by KryptoBank, and to remove any officers of Descrypto Holdings, Inc. currently holding such positions, and (iii) effective as of the Closing, all directors and officers of the Company other than those named in Section 2.03(a)(i) and Section 2.03(a)(ii) of the Share Exchange Agreement, shall immediately resign from all positions that such officers hold as director or officer of Descrypto Holdings, Inc.

In addition, the Parties also agreed that:

(a) as of the Closing, certain advisors and service providers to Descrypto Holdings, Inc., or their designees (collectively, the "Advisors") shall be issued a number of shares of Descrypto Holdings, Inc. Common Stock constituting, as of the Closing and immediately following the issuance of all shares of Descrypto Holdings, Inc. Common Stock pursuant to the Closing, 5.5% of the issued and outstanding shares of Descrypto Holdings, Inc. Common Stock (the "Advisor Shares"). The Advisor Shares shall be issued to the Advisors in consideration of services rendered to the Descrypto Holdings, Inc. The Parties acknowledge and agree that such advisors include Leone Group, LLC, an entity owned and controlled by Laura Anthony of Anthony L.G., PLLC, legal counsel to the Company and American Capital Ventures, Inc., an entity owned and controlled by Howard Gostfrand;

(b) as of the Closing, all of the directors and officers of Descrypto Holdings, Inc. as named in Section 2.03(a)(i) and Section 2.03(a)(ii) of the Share Exchange Agreement, the Advisors, and any Person who shall be a holder of 5% or more of Descrypto Holdings, Inc. Common Stock as of immediately following the Closing, shall each enter into a

lock-up agreement with the Descrypto Holdings, Inc., pursuant to which such Persons shall agree that they shall not sell or transfer (subject to certain customary exceptions) any shares of Descrypto Holdings, Inc. Common Stock for a period of 12 months following the Closing, with such agreements to be substantially in the form as attached hereto as Exhibit B (the "Lock-Up Agreements");

(c) to the Closing Descrypto Holdings, Inc. shall undertake such transactions as required to convert the shares of Series F Convertible Preferred Stock, par value \$0.0001 per share of W Tech (the "Series F Stock") and the debt owed by Descrypto Holdings, Inc. to Mid Atlantic Capital Associates, Inc. ("MACA") into 7,678,732 shares of Descrypto Holdings, Inc. Common Stock, such that there are no outstanding shares of Series F Stock, and any debt owed by Descrypto Holdings, Inc. to MACA has been satisfied and forgiven, in each case effective as of the Closing; and

(d) following the completion of the actions as set forth in Section 2.03(d) of the Share Exchange Agreement, the Company shall undertake such actions as required to withdraw the Amended and Restated Certificate of Designations, Preferences and Rights of the Series A Preferred Stock of the Company, and the Certificate of Designations of Preferences and Rights of Series F Convertible Preferred Stock of the Company, such that the Company has no classes of stock authorized, issued or outstanding other than the Company Common Stock, and the Company's blank-check preferred stock, none of which shall be designated as to class

**Item 7. Materials to be filed as Exhibits**

- Exhibit 1 [Share Exchange Agreement dated June 15, 2021 by and among Descrypto Holdings, Inc., KryptoBank Co., the Stockholders of KryptoBank and Aleksandr Rubin as Stockholders' Representative \(incorporated by reference to the Share Exchange Agreement dated June 15, 2021 by and among the Descrypto Holdings, Inc., KryptoBank Co., the Stockholders of KryptoBank, and Aleksandr Rubin as the Stockholders' Representative, filed by Descrypto Holdings, Inc. with the SEC on June 21, 2021\).](#)
- Exhibit 2 [Form of Lock-Up Agreement \(Exhibit B to the Share Exchange Agreement\).](#)
- Exhibit 3 [Redemption Agreement between Balance Labs, Inc. and Descrypto Holdings, Inc., dated as of November 18, 2022.](#)
- Exhibit 4 [Redemption Agreement between Balance Labs, Inc. and Descrypto Holdings, Inc., dated as of February 18, 2022 \(incorporated by reference to the Current Report of Balance Labs, Inc. filed with the SEC on February 25, 2022\).](#)

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After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned, severally and not jointly, certifies that the information set forth in this statement is true, complete, and correct.

Dated: March 7, 2022

**BALANCE LABS, INC.**

By: /s/ Michael D. Farkas  
Michael D. Farkas  
Chief Executive Officer

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**REDEMPTION AGREEMENT**  
**W Technologies, Inc.**

**Dated as of November 18, 2021**

This Redemption Agreement (this "Agreement"), dated as of the date first set forth above (the "Effective Date"), is entered into by and between W Technologies, Inc., a Delaware corporation (the "Company") and each of the stockholders of the Company as set forth on the signature pages hereof (each a "Stockholder" and collectively the "Stockholders"). The Company and each Stockholder may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Stockholders are the owners of certain shares of common stock, par value \$0.0001 per share, of the Company (the "Common Stock"); and

WHEREAS, pursuant to the terms and conditions of this Agreement, each of the Stockholders desires to sell, and the Company desires to purchase, a number of shares of Common Stock held by such Stockholder as set forth on the signature pages hereto on the line for each Stockholder entitled "Shares of Common Stock to be Redeemed" (as to each Stockholder, the "Shares") as further described herein; and

WHEREAS, in connection with the redemption of the Shares, the Parties shall undertake such further actions as set forth herein.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Agreement to Purchase and Sell. Subject to the terms and conditions of this Agreement, each Stockholder shall sell, assign, transfer, convey, and deliver to the Company, and the Company shall accept and purchase from the applicable Stockholder, the applicable Shares being sold by such Stockholder and any and all rights in the applicable Shares to which such Stockholder is entitled, and by doing so such Stockholder shall be deemed to have assigned all of such Stockholder's rights, titles and interest in and to the applicable Shares to the Company.
2. Consideration. The consideration for the acquisition of the applicable Shares from each Stockholder shall be \$0.000001 per Share, for a resulting total consideration of such amount multiplied by the number of Shares being acquired from such Stockholder (as to each Stockholder, the applicable "Purchase Price").
3. Closing; Deliveries; Additional Actions.
  - 3.1. Closing. The purchase and sale of the Shares (the "Closing") shall be held on the date hereof.

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- 3.2. Deliveries at Closing. At the Closing, each Stockholder shall deliver to the Company the applicable stock power as collectively hereto to as Exhibit A, and such other documents as may be required under applicable law or reasonably requested by the Company, and the Company shall deliver to each applicable Stockholder the applicable Purchase Price via check.
- 3.3. No Use of Name, Trademark, URL. The Parties acknowledge and agree that the Company was previously in the process of changing its name to Krypto Ventures Holdings, Inc., which name change has now been terminated, and had initially changed the name of its wholly owned subsidiary (the "Subsidiary") from Kryptobank Co. to Krypto Ventures, Inc., which name change has now been superseded by a subsequent change of name to Descrypto, Inc. The Subsidiary is the owner of the trademark "Kryptobank", Serial Number 87751435, Registration Number 5639538, as filed with the U.S. Patent and Trademark Office on June 12, 2018 (the "Trademark") and the URLs kryptobank.com and kryptoventures.io (the "URLs"). Following the Closing, none of the Company nor any of its wholly owned subsidiaries, whether currently existing or formed in the future, shall use the Trademark or the name "Krypto Ventures" or any other name containing such words, or the URLs, and shall transfer the Trademark and URLs to a person or entity as designated by a majority of the Stockholders. The Company agrees that it shall execute and deliver such documents as may reasonably be requested by the Stockholders in order to give effect to the provisions of this Section 3.3, provided that Stockholders shall reimburse the Company for any actual out-of-pocket costs incurred by the Company in connection therewith, if any.
4. Representations and Warranties of the Stockholders. Each Stockholder represents and warrants to the Company as set forth below, solely with respect to such Stockholder and the applicable Shares being sold by such Stockholder.
  - 4.1. Right and Title to Shares. Such Stockholder legally and beneficially owns the applicable Shares and no other person or entity has any rights therein or thereto. There are no liens or other encumbrances of any kind on the applicable Shares and such Stockholder has the sole right to dispose of the applicable Shares. There are no outstanding options, warrants or other similar agreements with respect to the applicable Shares.
  - 4.2. Organization and Standing. Such Stockholder is an individual or is an entity duly organized and in good standing under the laws of the State of its organization and has all requisite power and authority to own its properties and conduct its business as it is now being conducted. The nature of the business and the character of the properties such Stockholder owns or leases do not make licensing or qualification of such Stockholder as a foreign entity necessary under the laws of any other jurisdiction, except to the extent such licensing or qualification have already been obtained.
  - 4.3. Due Authority; No Violation. Such Stockholder has all requisite rights and authority or the capacity to execute, deliver and perform its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of such Stockholder, and no other proceedings on the part of such Stockholder are necessary to authorize the execution, delivery and performance of this Agreement or the transactions contemplated hereby or thereby on the part of such Stockholder. The execution, delivery and performance of this Agreement will not (x) violate, conflict with, or result in the breach, acceleration, default or termination of, or otherwise give any other contracting party the right to terminate, accelerate, modify or cancel any of the terms, provisions, or conditions of any material agreement or instrument to which such Stockholder is a party or by which it or its assets may be bound or (y) constitute a violation of any material applicable law, rule or regulation, or of any judgment, order, injunctive award or decree of any governmental authority applicable to such Stockholder or (z) conflict with, result in the breach or termination of any provision of, or constitute a default under (in each case whether with or without the giving of notice or the lapse of time, or both) any order, judgment, arbitration award, or decree to which such Stockholder is a party or by which it or any of its assets or properties are bound.

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- 4.4. Approvals. No approval, authority, or consent of or filing by such Stockholder with, or notification to, any governmental authority, is necessary to authorize the execution and delivery of this Agreement or the consummation of the transactions contemplated herein.

- 4.5. Enforceability. This Agreement has been duly executed and delivered by such Stockholder and, assuming that this Agreement constitutes the legal, valid and binding obligation of the Company, constitutes the legal, valid, and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws of general application affecting enforcement of creditors' rights generally.
5. Representations and Warranties of The Company. The Company represents and warrants to each of the Stockholders as set forth below.
- 5.1. Organization and Standing. The Company is duly organized, validly existing, and in good standing under the laws of the State of Delaware and has all requisite power and authority to own its properties and conduct its business as it is now being conducted. The nature of the business and the character of the properties the Company owns or leases do not make licensing or qualification of the Company as a foreign entity necessary under the laws of any other jurisdiction, except to the extent such licensing or qualification have already been obtained.
- 5.2. Due Authority; No Violation. The Company has all requisite rights and authority or the capacity to execute, deliver and perform its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of the Company, and no other proceedings on the part of the Company are necessary to authorize the execution, delivery and performance of this Agreement or the transactions contemplated hereby or thereby on the part of the Company. The execution, delivery and performance of this Agreement will not (x) violate, conflict with, or result in the breach, acceleration, default or termination of, or otherwise give any other contracting party the right to terminate, accelerate, modify or cancel any of the terms, provisions, or conditions of any material agreement or instrument to which the Company is a party or by which it or its assets may be bound or (y) constitute a violation of any material applicable law, rule or regulation, or of any judgment, order, injunctive award or decree of any governmental authority applicable to the Company or (z) conflict with, result in the breach or termination of any provision of, or constitute a default under (in each case whether with or without the giving of notice or the lapse of time, or both) the Company's organizational documents, or any order, judgment, arbitration award, or decree to which such the Company is a party or by which it or any of its assets or properties are bound.
- 5.3. Approvals. No approval, authority, or consent of or filing by the Company with, or notification to, any governmental authority, is necessary to authorize the execution and delivery of this Agreement or the consummation of the transactions contemplated herein.

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- 5.4. Enforceability. This Agreement has been duly executed and delivered by the Company and, assuming that this Agreement constitutes the legal, valid and binding obligation of the Stockholders, constitutes the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws of general application affecting enforcement of creditors' rights generally.
6. Covenants and Agreements.
- 6.1. Each of the Parties, as promptly as practicable, shall make, or cause to be made, all filings and submissions under laws applicable to it and its affiliates, as may be required for it to consummate the transactions contemplated hereby and shall use its commercially reasonable efforts to obtain, or cause to be obtained, all other authorizations, approvals, consents and waivers from all persons and governmental authorities necessary to be obtained by it or its affiliates, in order for it to consummate such transactions, at the cost of the Party required to file or submit the same. Notwithstanding anything to the contrary herein, nothing herein shall require, or be construed to require, any Party to agree to hold separate or to divest any of the businesses, product lines or assets.
- 6.2. Each Party shall promptly inform the other Parties of any material communication from any governmental authority regarding any of the transactions contemplated by this Agreement and shall promptly furnish the other Parties with copies of substantive notices or other communications received from any third party or any governmental authority with respect to such transactions. Each Party shall agree on the content of any proposed substantive written communication or submission or any oral communication to any governmental authority. If any Party or any affiliate thereof receives a request for additional information or documentary material from any such governmental authority with respect to the transactions contemplated by this Agreement, then such Party will endeavor in good faith to make, or cause to be made, as soon as reasonably practicable and after consultation with the other Parties, an appropriate response in compliance with such request. The Parties shall each, to the extent practicable, provide the other Parties and its counsel with advance notice of and the opportunity to participate in any substantive discussion, telephone call or meeting with any governmental authority in respect of any filing, investigation or other inquiry in connection with the transactions contemplated by this Agreement and to participate in the preparation for such discussion, telephone call or meeting, to the extent not prohibited by the governmental authority.
- 6.3. Each of the Parties shall execute such documents and perform such further acts as may be reasonably required to carry out the provisions hereof and the actions contemplated hereby.
7. Miscellaneous.
- 7.1. Further Assurances. From time to time, whether at or following the Closing, each Party shall make reasonable commercial efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable, including as required by applicable laws, to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement.

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- 7.2. Expenses. Each of the Parties shall pay its own costs that it incurs incident to the preparation, execution, and delivery of this Agreement and the performance of any related obligations, whether or not the transactions contemplated by this Agreement shall be consummated.
- 7.3. Fees. Each Party agrees to pay the costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in litigation, arbitration, administrative proceeding or any other proceeding related to the enforcement or interpretation of any of the terms of this Agreement.
- 7.4. Consequential Damages. EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.
- 7.5. Representations and Warranties. All representations, warranties, and agreements made by the Parties pursuant to this Agreement shall survive the consummation of the transactions contemplated herein until the expiration of the applicable statute of limitations.

- 7.6. Notices. All notices or other communications required or permitted hereunder shall be in writing shall be deemed duly given (a) if by personal delivery, when so delivered, (b) if mailed, three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below, or (c) if sent through an overnight delivery service in circumstances to which such service guarantees next day delivery, the day following being so sent to the addresses of the Parties as set forth herein; or (d) if sent via email, when sent with return receipt requested and received, in each case to the addresses as set forth herein. Any Party may change the address to which notices and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth. Notices to the Company shall be sent to the principle executive offices of the Company or via email to the Chief Executive Officer, and notices to a Stockholder shall be sent to the address and email address for the applicable Stockholder as set forth in the books and records of the Company.
- 7.7. Choice of Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.
- 7.8. Jurisdiction. Any claim arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted only in any federal or state court located in Palm Beach County, Florida, and each Party agrees not to assert, by way of motion, as a defense or otherwise, in any such claim, that it is not subject personally to the exclusive jurisdiction of such court, that the claim is brought in an inconvenient forum, that the venue of the claim is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. Each Party further irrevocably submits to the jurisdiction of such court in any such claim.

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- 7.9. Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.9.
- 7.10. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. No Party shall have any power or any right to assign or transfer, in whole or in part, this Agreement, or any of its rights or any of its obligations hereunder, including, without limitation, any right to pursue any claim for damages pursuant to this Agreement or the transactions contemplated herein, or to pursue any claim for any breach or default of this Agreement, or any right arising from the purported assignor's due performance of its obligations hereunder, without the prior written consent of the other Parties and any such purported assignment in contravention of the provisions herein shall be null and void and of no force or effect.
- 7.11. No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights, remedies or claims upon any Person or entity not a party or a permitted assignee of a party to this Agreement.
- 7.12. Specific Performance. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by them in accordance with the terms hereof or were otherwise breached and that each Party shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches of the provisions hereof and to enforce specifically the terms and provisions hereof, without the proof of actual damages, in addition to any other remedy to which they are entitled at law or in equity. Each Party agrees to waive any requirement for the security or posting of any bond in connection with any such equitable remedy, and agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that (a) any other Party has an adequate remedy at law, or (b) an award of specific performance is not an appropriate remedy for any reason at law or equity.
- 7.13. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, representations, warranties, and negotiations between the Parties. This Agreement may be amended, supplemented, or changed only by an agreement in writing that makes specific reference to this Agreement or the agreement delivered pursuant to it, and must be signed by all of the Parties. This Agreement may not be amended by email or other electronic communications.
- 7.14. Interpretation. The Parties have jointly participated in the drafting and negotiation of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption of burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any provision in this Agreement.

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- 7.15. Severability. Whenever possible, each provision of this Agreement shall be interpreted in a manner to be effective and valid under applicable law, but if one or more of the provisions of this Agreement is subsequently declared invalid or unenforceable, the invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement. In the event of the declaration of invalidity or unenforceability, this Agreement, as modified, shall be applied and construed to reflect substantially the intent of the Parties and achieve the same economic effect as originally intended by its terms. In the event that the scope of any provision to this Agreement is deemed unenforceable by a court of competent jurisdiction, or by an arbitrator, the Parties agree to the reduction of the scope of the provision as the court or arbitrator shall deem reasonably necessary to make the provision enforceable under the circumstances.
- 7.16. Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the Parties.
- 7.17. Waiver. Waiver of any term or condition of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.
- 7.18. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each counterpart were on the same instrument. The execution and delivery of a facsimile or other electronic transmission of a signature to this Agreement shall constitute delivery of an executed original and shall be binding upon the person whose signature appears on the transmitted copy.

*[Remainder of page intentionally left blank – Signature pages follow]*

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

W Technologies, Inc.

By: /s/ Aleksandr Rubin  
Name: Aleksandr Rubin  
Title: Chief Executive Officer

*Stockholders:*

Balance Labs, Inc.

By: /s/ Michael D. Farkas

Name: Michael D. Farkas

Title: Chief Executive Officer

Shares of Common Stock to be Redeemed: 83,709,315

Lyons Capital, LLC

By: /s/ Jason Lyons

Name: Jason Lyons

Title: Chairman

Shares of Common Stock to be Redeemed: 39,861,578

Jessica Beren

By: Jessica Beren

Name: Jessica Beren

Shares of Common Stock to be Redeemed: 7,972,315

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2018 Investor Trust

By: /s/ Avi Newmark

Name: Avi Newmark

Title: Trustee

Shares of Common Stock to be Redeemed: 7,972,315

Aros, LLC

By: /s/ Joshua Berkowitz

Name: Joshua Berkowitz

Title: Managing Member

Shares of Common Stock to be Redeemed: 7,972,315

Rachel Jacobs

By: /s/ Rachel Jacobs

Name: Rachel Jacobs

Shares of Common Stock to be Redeemed: 7,972,315

Avon Road Associates, LLC

By: /s/ Martin Wagh

Name: Martin Wagh

Title: Manager

Shares of Common Stock to be Redeemed: 7,972,315

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Exhibit A

Stock Powers

(Attached)

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IRREVOCABLE STOCK POWER  
W Technologies, Inc.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Balance Labs, Inc. ("Seller") hereby assigns, transfers, and conveys to W Technologies, Inc., a Delaware corporation (the "Company"), all of Seller's right, title, and interest in and to 83,709,315 shares of Common Stock, par value \$0.0001 per share, of the Company, which are uncertificated, and hereby irrevocably appoints the Chief Executive Officer of the Company, as Seller's attorney-in-fact to transfer said shares on the books of the Company, with full power of substitution in the premises.

Date: November 18, 2021



Seller Name: Balance Labs, Inc.

By: /s/ Michael D. Farkas  
Name: Michael D. Farkas  
Title: Chief Executive Officer

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IRREVOCABLE STOCK POWER  
W Technologies, Inc.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Lyons Capital, LLC ("Seller") hereby assigns, transfers, and conveys to W Technologies, Inc., a Delaware corporation (the "Company"), all of Seller's right, title, and interest in and to 39,861,578 shares of Common Stock, par value \$0.0001 per share, of the Company, which are uncertificated, and hereby irrevocably appoints the Chief Executive Officer of the Company, as Seller's attorney-in-fact to transfer said shares on the books of the Company, with full power of substitution in the premises.

Date: November 18, 2021

Seller Name: Lyons Capital, LLC

By: /s/ Jason Lyons  
Name: Jason Lyons  
Title: Chairman

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IRREVOCABLE STOCK POWER  
W Technologies, Inc.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Jessica Beren ("Seller") hereby assigns, transfers, and conveys to W Technologies, Inc., a Delaware corporation (the "Company"), all of Seller's right, title, and interest in and to 7,972,315 shares of Common Stock, par value \$0.0001 per share, of the Company, which are uncertificated, and hereby irrevocably appoints the Chief Executive Officer of the Company, as Seller's attorney-in-fact to transfer said shares on the books of the Company, with full power of substitution in the premises.

Date: November 18, 2021

Seller Name: Jessica Beren

By: /s/ Jessica Beren  
Name: Jessica Beren

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IRREVOCABLE STOCK POWER  
W Technologies, Inc.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, 2018 Investor Trust ("Seller") hereby assigns, transfers, and conveys to W Technologies, Inc., a Delaware corporation (the "Company"), all of Seller's right, title, and interest in and to 7,972,315 shares of Common Stock, par value \$0.0001 per share, of the Company, which are uncertificated, and hereby irrevocably appoints the Chief Executive Officer of the Company, as Seller's attorney-in-fact to transfer said shares on the books of the Company, with full power of substitution in the premises.

Date: November 18, 2021

Seller Name: 2018 Investor Trust

By: /s/ Avi Newmark  
Name: Avi Newmark  
Title: Trustee

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IRREVOCABLE STOCK POWER  
W Technologies, Inc.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Aros, LLC ("Seller") hereby assigns, transfers, and conveys to W Technologies, Inc., a Delaware corporation (the "Company"), all of Seller's right, title, and interest in and to 7,972,315 shares of Common Stock, par value \$0.0001 per share, of the Company, which are uncertificated, and hereby irrevocably appoints the Chief Executive Officer of the Company, as Seller's attorney-in-fact to transfer said shares on the books of the Company, with full power of substitution in the premises.

Date: November 18, 2021

Seller Name: Aros, LLC

By: /s/ Joshua Berkowitz  
Name: Joshua Berkowitz  
Title: Managing Member

IRREVOCABLE STOCK POWER  
W Technologies, Inc.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Rachel Jacobs (“Seller”) hereby assigns, transfers, and conveys to W Technologies, Inc., a Delaware corporation (the “Company”), all of Seller’s right, title, and interest in and to 7,972,315 shares of Common Stock, par value \$0.0001 per share, of the Company, which are uncertificated, and hereby irrevocably appoints the Chief Executive Officer of the Company, as Seller’s attorney-in-fact to transfer said shares on the books of the Company, with full power of substitution in the premises.

Date: November 18, 2021

Seller Name: Rachel Jacobs

By: /s/ Rachel Jacobs  
Name: Rachel Jacobs

IRREVOCABLE STOCK POWER  
W Technologies, Inc.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Avon Road Associates, LLC (“Seller”) hereby assigns, transfers, and conveys to W Technologies, Inc., a Delaware corporation (the “Company”), all of Seller’s right, title, and interest in and to 7,972,315 shares of Common Stock, par value \$0.0001 per share, of the Company, which are uncertificated, and hereby irrevocably appoints the Chief Executive Officer of the Company, as Seller’s attorney-in-fact to transfer said shares on the books of the Company, with full power of substitution in the premises.

Date: November 18, 2021

Seller Name: Avon Road Associates, LLC

By: /s/ Martin Wagh  
Name: Martin Wagh  
Title: Manager