4400 Carnegie Avenue

Cleveland, Ohio 44103

440-424-5321

NOTICE OF 2024 SPECIAL MEETING OF STOCKHOLDERS

Date: TUESDAY, DECEMBER 3, 2024

Time: 11:00 a.m. Eastern Time

Location:

Mace Security International, Inc.

4400 Carnegie Avenue

Cleveland, OH 44103

To Mace Security International, Inc. Stockholders:

We invite you to attend a Special Meeting of Stockholders of Mace Security International, Inc. ("Mace" or the "Company") (the "Special Meeting") which will be held at the Company's facility at 4400 Carnegie Ave. Cleveland, OH 44103 on Tuesday, December 3, 2024 at 11:00 a.m. Eastern Time. The Company is offering stockholders the ability to view the meeting via Zoom. To view the meeting via Zoom, please go to www.zoom.com at the time of the meeting and click on Join. Enter the following Zoom meeting ID: 839 0298 9426 and Passcode 357138. Please note, stockholders viewing the meeting via Zoom will not be able to vote or otherwise participate in the Special Meeting.

At the Special Meeting, you will be asked to vote on three proposals, together with any other business that may properly come before the meeting.

a. Proposal 1: To adopt the Agreement and Plan of Merger (as it may be amended from time to time, the "Merger Agreement") by and among W Electric Intermediate Holdings, LLC, a Delaware limited liability company (the "Parent"), Mace Merger Sub, Inc., a Delaware

corporation and wholly-owned subsidiary of Parent (the "Merger Sub"), Mace and a representative of the Company's stockholders (the "Stockholders' Representative").

b. Proposal 2: To appoint Charles A. Gaddis as substitute Stockholders' Representative pursuant to the terms of the Merger Agreement.

c. Proposal 3: To approve one or more adjournments of the Special Meeting, if necessary, to solicit additional proxies if a quorum is not present or there are not sufficient votes cast at the Special Meeting to approve Proposal 1 and/or Proposal 2.

The Mace board of directors unanimously approved the Merger Agreement and the transactions contemplated by the Merger Agreement, and determined that, in light of the Corporation's present situation, the Merger Agreement is in the best interests of Mace and its stockholders, and recommends that the stockholders adopt the Merger Agreement by voting "FOR" Proposal 1 and approve the other proposals by voting "FOR" Proposal 2 and Proposal 3.

You may vote on these proposals by mail-in proxy, via the Internet or by attending in person the Special Meeting. We urge you to vote via the Internet or to promptly complete and return the enclosed proxy card in the enclosed self-addressed postage paid envelope so that your shares will be represented and voted at the Special Meeting in accordance with your instructions. Brokers wanting to vote via Internet need to contact Broadridge Financial Solutions, Inc. ("Broadridge") 10 business days prior to the date of the Special Meeting and request a Legal Proxy from Broadridge. Once Brokers have a Legal Proxy, they need to contact the Company's transfer agent, Equinity Trust Company, LLC (formerly known as American Stock Transfer & Trust Company, LLC) ("Equiniti"), no later than 5 business days prior to the meeting and provide the Legal Proxy so that Equiniti can generate a control number to use for Internet voting. Any stockholder may revoke their proxy before it is exercised by submitting a later dated proxy, by giving notice of revocation to the Company in writing before the Special Meeting, or by attending the Special Meeting in person and voting. However, mere attendance at the Special Meeting by a stockholder who previously granted a proxy will not revoke the proxy. Unless revoked by written notice or voted in person at the Special Meeting, shares represented by valid proxies will be voted upon on all matters to be acted upon at the Special Meeting. On any matter or matters with respect to which such a valid proxy contains instructions for voting, such shares will be voted in accordance with such instructions.

The holders of one third of the stock issued and outstanding and entitled to vote, present in person or represented by proxy, will constitute a quorum at the meeting. Abstentions and broker non-votes will be deemed to be present for the purpose of determining a quorum. Stockholders viewing the meeting by Zoom will not be deemed to be present for the purpose of determining a quorum, unless their shares are represented by proxy. Brokers who have not received voting instructions from beneficial owners of shares will not have discretionary authority to vote such shares with respect to Proposals 1, 2, or 3.

The record date for the Special Meeting is October 25, 2024. Only stockholders of record at the close of business on that date may vote at the Special Meeting and any adjournment or postponement of the Special Meeting. As of the record date, there were 66,693,027 shares of common stock outstanding.

Enclosed with this proxy statement is a copy of the Merger Agreement, which details the terms and conditions of the merger and the other transactions contemplated thereby. We encourage you to review these materials for information concerning the business to be conducted at the Special Meeting.

By Order of the Board of Directors,

Cleveland, Ohio	/s/ Sanjay Singh
October 29, 2024	Chairman and Chief Executive Officer

PROXY STATEMENT

OF MACE SECURITY INTERNATIONAL, INC.

RELATED TO

2024 SPECIAL MEETING OF STOCKHOLDERS

1. Cautionary Note Regarding Forward-Looking Statements

Certain statements and information included in this proxy statement, including via incorporation by reference, constitute "forward-looking statements" within the meaning of the Federal Private Securities Litigation Reform Act of 1995. When used herein, the words or phrases "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "projected," "intend to" or similar expressions are intended to identify "forward-looking statements" within the meaning of the Federal Private Securities Litigation Reform Act of 1995. Forward-looking statements are subject to several known and unknown risks and uncertainties that may cause our actual results, trends, performance or achievements, or industry trends and results, to differ materially from the future results, trends, performance or achievements expressed or implied by such forward-looking statements. Those risks and uncertainties may include, but are not limited to, (a) the inability to close the merger in a timely manner; (b) the potential impact of announcement or completion of the merger on relationships with third parties, including customers, employees and competitors; (c) the future financial and operating results of the combined company; (d) the combined company's plans, objectives, expectations and intentions, (e) general economic and business conditions, including the impact of the COVID-19 pandemic and other possible pandemics and similar outbreaks; (f) competition; (g) potential changes in customer spending; (h) acceptance of our product offerings and designs; (i) the variability of consumer spending resulting from changes in domestic economic activity; (j) a highly promotional retail environment; (k) any significant variations between actual amounts and the amounts estimated for those matters identified as our critical accounting estimates, as well as other significant accounting estimates made in the preparation of our financial statements; (l) the impact of current and potential hostilities in various parts of the world, including but not limited to the war which resulted from Russia's invasion of Ukraine, as well as other geopolitical or public health concerns; (i) the impact of international supply chain disruptions and delays; (m) the impact on the Company of changes in U.S. Federal and State income tax regulations; and (n) the impact of inflation and the ability of the Company to pass on rising prices to its customers. You are urged to consider all such factors. Because of the uncertainty inherent in such forward-looking statements, you should not consider their inclusion to be a representation that such forward-looking matters will be achieved. Mace Security International, Inc. assumes no obligation for updating any such forward-looking statements to reflect actual results, changes in assumptions or changes in other factors affecting such forward-looking statements.

2. General Overview of the Merger

On October 12, 2024, Mace Security International, Inc. (the "Company") entered into an Agreement and Plan of Merger (the "Merger Agreement"), with W Electric Intermediate Holdings, LLC, a Delaware limited liability company, (the "Parent"), Mace Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Parent (the "Merger Sub"), and, a representative of Company's stockholders (the "Stockholders' Representative"). Pursuant to the Merger Agreement, Merger Sub would be merged with and into the Company (the "Merger"), and upon consummation of the Merger, each share of Common Stock issued and outstanding (other than shares owned by the Company or held in the Company's treasury, and shares for which a holder or beneficial owner properly perfects its appraisal rights under the DGCL) will be canceled and automatically converted into the right to receive the Merger Consideration (as described below), without interest, and subject to any applicable withholding taxes. The aggregate

Merger Consideration will be an amount equal to: (a) Six Million Dollars ($6,000,000); (b) plus an amount equal to the Closing Cash; (c) minus an amount equal to the Closing Indebtedness; (d) plus the amount, if any, by which the Closing Working Capital exceeds the Working Capital Target (if exceeded by more than $125,000), or minus the amount, if any, by which the Closing Working Capital is less than the Working Capital Target (if less by more than $125,000); and (e) minus an amount equal to the Selling Expenses, as such terms are defined in the Merger Agreement. All capitalized terms used but not defined in this proxy statement shall have the meanings ascribed to them in the Merger Agreement.

3. Background of the Merger

In 2022, the Company's board directors determined to engage in a strategic review process to determine what capital or other transactions may be available and in the best interests of the Company and its stockholders. Most recently, to assist in this process, on June 19, 2023, the Company's board of directors engaged Hill View Partners, LLC ("Hill View"). Hill View was tasked with managing the overall process to identify viable transactions and transaction partners, competing bids/interest, given the financial conditions and prospects of the Company. Following engagement, Hill View's founder and managing partner met weekly with the Company's strategic alternatives committee to identify prospects and discuss strategy, which led to discussions with over five hundred (500) companies located in the United States, Europe, Asia, and the Middle East regarding potential acquisitions or strategic mergers with the Company. The companies with whom discussions were conducted included both public and private sector companies, including private equity, family offices, e-commerce aggregators, high net worth individuals, and combinations thereof (i.e. private equity or family office-backed strategics). After the Company dedicated a portion of the summer in 2023 to raising convertible debt, outreach and dialogue with prospective counterparties increased. At the time that considerations to pursue a transaction began, the Company's performance indicated decreasing profitability and sales, which resulted in most non-strategic prospects declining to move forward in the negotiation process.

During the later portion of 2023 and moving into 2024, dialogues with interested third parties continued, resulting in certain offers, including, but not limited to, (i) an offer to inject $2,000,000 into the Company for a value predicated on the conversion value of the shares and the merger of the Company with a proposed new control party, (ii) a merger, with the potential buyer contributing its businesses to the collective enterprise in exchange for a managing role in the post-merger or surviving company, (iii) an offer to purchase select assets of the Company for $3,000,000, and (iv) an initial offer of $4,500,000 with an additional $1,500,000 potential earnout via an asset acquisition, which eventually was negotiated to a $6,000,000 offer to be paid at closing via an asset acquisition. Offer (i) was ultimately retracted based on ongoing performance issues related to the Company's business, while offer (ii) required cash consideration, which created difficulties for the Company even in conjunction with offer (i)'s injection of capital alongside the transaction. Further, the structure of the transaction under offer (ii) and offer (iii) was unfavorable to the Company's stockholders, and the parties were unable to come to an agreement on multiple deal points. Regarding offer (iv), it was unclear to the Company whether the deal would progress, as various deal points were unable to be solidified. Further, moving forward with an asset sale would provide difficulties related to bankruptcy with the remaining assets and liabilities of the Company, and thus, the Company chose to pursue other opportunities.

On May 15, 2024, Westinghouse Electric Corporation and the Company entered into a Confidentiality and Non-Disclosure Agreement relating to the confidential information of the Company and its subsidiaries. Continuing through June of 2024, discussions and negotiations occurred contemporaneously, with the discussions yielding an initial offer of $8,500,000 via a stock acquisition that was later reduced to $7,500,000 with the intention to use best efforts to close on an accelerated basis. However, following due diligence review, the final offer was ultimately reduced to $6,000,000, which number is currently included in the calculation of the Merger Consideration within the Merger Agreement (as such terms are defined below).

Following the diligence process, the respective boards of Parent, Merger Sub, and the Company approved the Merger Agreement, and the parties finalized and executed an Agreement and Plan of Merger on October 12, 2024. The final terms as negotiated in the Merger Agreement are summarized in the following section.

4. Summary of the Merger Agreement

Below is a summary of the material provisions of the Merger Agreement, a copy of which is enclosed with this proxy statement and which is incorporated by reference into this proxy statement. This summary does not purport to be complete, may not contain all of the information about the Merger Agreement that is important to you, and is subject to, and qualified in its entirety by, the full text of the Merger Agreement. We encourage you to read carefully the Merger Agreement in its entirety, as the rights and obligations of the parties thereto are governed by the express terms of the Merger Agreement and not by this summary or any other information contained in this proxy statement.

a. The Parties to the Merger

The Agreement and Plan of Merger, dated October 12, 2024 (the "Merger Agreement"), was entered into by and among W Electric Intermediate Holdings, LLC, a Delaware limited liability company, (the "Parent"), Mace Merger Sub, Inc. a Delaware corporation and wholly-owned subsidiary of Parent (the "Merger Sub"), Mace Security International, Inc., a Delaware corporation (the "Company"), and a representative of Company's stockholders (the "Stockholders' Representative").

b. The Merger

The Merger Agreement provides for the merger (the "Merger") of Merger Sub with and into the Company, with Company being the surviving corporation and a wholly-owned subsidiary of Parent (the "Surviving Corporation"). Unless the Merger Agreement is terminated in accordance with the terms of the Merger Agreement, the closing of the transactions contemplated by the Merger Agreement (the "Closing") will take place on the third (3rd) Business Day following satisfaction or waiver of each of conditions described therein (other than the conditions that are to be satisfied at the Closing, subject to satisfaction or waiver), or on such other date or at such other time and place as mutually agreed in writing by the Stockholders' Representative and Parent (the "Closing Date"). The Merger will become effective (the "Effective Time") at the time the certificate of merger has been duly filed with and accepted by the Secretary of State of Delaware or at such later time as may be agreed by the Company and Parent in writing and specified in the certificate of merger in accordance with the Delaware General Corporation Law (the "DGCL").

c. Conversion of Shares

Company Capital Stock: Each issued and outstanding share of Company's common stock (the "Common Stock") or preferred stock, par value $0.01 per share, owned by the Company (or held in its treasury) immediately prior to the Effective Time (the "Excluded Shares") will be automatically cancelled, retired and cease to exist, with no cash or other consideration to be delivered or deliverable.

Conversion of Common Stock: Each share of Common Stock (other than the Excluded Shares or any Dissenting Shares (as described below) immediately prior to the Effective Time will be converted into the right to receive (subject to certain conditions) the Per Share Merger Consideration[1] without interest and net of any Taxes[2]

---

[1] Under the Merger Agreement, the "Per Share Merger Consideration" is an amount in cash equal to the sum of: (a) the Per Share Estimate Cash Consideration, *plus* (b) the Per Share Additional Cash Consideration, if any, as such terms are defined in the Merger Agreement.

[2] For purposes of the Merger Agreement, "Tax" means any and all federal, state, provincial, local, foreign and other taxes, levies, imposts, duties, and similar governmental charges (including any interest, fines, assessments, penalties or additions to tax imposed in connection therewith or with respect thereto) including, without limitation, (a) taxes imposed on, or measured by, income, gross receipts, franchise, or profits, (b) license, payroll, employment, escheat, withholding, excise, severance, stamp, occupation,

required by law to be withheld. Upon conversion, all such shares will no longer be outstanding and automatically cancelled and cease to exist, and holders of any such outstanding shares of Common Stock (subject to applicable law in the case of Dissenting Shares), shall cease to have any rights with respect thereto except the right to receive the Per Share Merger Consideration. As of October 29, 2024, there were 66,693,027 of shares of Common Stock issued and outstanding.

d. Merger Consideration

The Merger Consideration will be an amount equal to: (a) Six Million Dollars ($6,000,000); (b) *plus* an amount equal to the Closing Cash; (c) *minus* an amount equal to the Closing Indebtedness; (d) *plus* the amount, if any, by which the Closing Working Capital exceeds the Working Capital Target (if exceeded by more than $125,000), or *minus* the amount, if any, by which the Closing Working Capital is less than the Working Capital Target (if less by more than $125,000); and (e) *minus* an amount equal to the Selling Expenses, as such terms are defined in the Merger Agreement. A portion of the Merger Consideration equal to $500,000 will be deposited in escrow, which will be used to potentially settle adjustments to the Merger Consideration based on the final Closing Working Capital and indemnification claims (if any) of Parent based on breaches or inaccuracies in representations, warranties and/or covenants of Mace under the Merger Agreement. While amounts cannot be assured, the Company projects per share cash proceeds to shareholders, after payment of indebtedness and other items provided in the Merger Agreement, to be between $0.01586 and $0.02336, depending on whether any escrow funds are ultimately released for post-closing claims, plus a potential additional upward adjustment as part of the post-closing working capital adjustment in the Merger Agreement. Any payment at closing would be anticipated at the low end of the foregoing range, with potential for increase from amounts released from escrow, if any.

e. Appraisal Rights

Under the DGCL, a holder or beneficial owner of Common Stock who does not vote in favor of Proposal 1 will have the right to seek appraisal of the fair value of his, her or its shares of Common Stock as determined by the Court of Chancery of the State of Delaware if the Merger is completed, but only if such holder or beneficial owner strictly complies with the procedures set forth in Section 262 of the DGCL. This appraisal amount could be more than, the same as or less than the Merger Consideration. Any holder or beneficial owner of Common Stock intending to exercise appraisal rights must, among other things, submit a written demand for an appraisal to the Company prior to the vote on Proposal 1 at the Special Meeting and must not vote or otherwise submit a proxy in favor of Proposal 1. Your failure to follow exactly the procedures specified under the DGCL will result in the loss of your appraisal rights. The requirements of the DGCL for exercising appraisal rights are described in Section 262 of the DGCL, the text of which can be accessed without subscription or cost at the following publicly available website: *https://delcode.delaware.gov/title8/c001/sc09/index.html#262*.

Shares of Common Stock issued and outstanding immediately prior to the Effective Time that are held by holders who have not voted in favor of adoption of the Merger Agreement and who are entitled to and have properly demanded dissenters' rights, and otherwise have complied in all respects with, Section 262 of the DGCL and have not effectively withdrawn such demand, are referred to in this proxy statement as the "Dissenting Shares".

f. Treatment of Options and Convertible Promissory Notes

Vested In-The-Money Stock Options: At the Effective Time, each option to purchase a share of Common Stock (the "Stock Options") that vested immediately prior to the Effective Time or vests upon consummation of the Merger whose exercise price per share of the Common Stock underlying such Stock Option is less than the Per Share Merger Consideration ("Vested In-The-Money Stock Options") shall be cancelled without any other action. In consideration of such cancellation, each holder of a Vested In-The-Money Stock Option that delivers a duly executed option termination agreement to the Company prior to Closing will be entitled to receive an amount in cash within

premium, windfall profits, customs duties, capital stock, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, ad valorem capital gains, goods and services, branch, utility, production and compensation taxes and (c) any obligations to indemnify or otherwise assume or succeed to the foregoing liabilities of any other Person.

seven (7) Business Days following the Closing Date. At the current projected Per Share Merger Consideration figures, there will be no Vested In-The-Money Stock Options.

Vested Stock Options that are not Vested In-The-Money: At the Effective Time, each Stock Option (or portion thereof) that (a) is vested as of immediately prior to the Effective Time or (b) vests upon the consummation of the Merger that is not a Vested In-The-Money Stock Option will be automatically cancelled for no consideration or payment without any other action.

Unvested Stock Options: At the Effective Time, each Stock Option (or portion thereof) that is unvested as of immediately prior to the Effective Time and does not vest upon consummation of the Merger will be automatically cancelled for no consideration or payment without any other action.

Convertible Promissory Notes: Effective on or before the day immediately preceding the Closing Date, each outstanding Convertible Promissory Note of the Company that has not previously converted into shares of Common Stock shall, at the election of the holder thereof: (a) be converted into Indebtedness of the Company in an amount equal to the sum of (i) all accrued and unpaid interest due on such Convertible Promissory Note and (ii) 1.15 times the outstanding principal balance of such Convertible Promissory Note, and such Indebtedness shall be treated as part of the Closing Indebtedness, and paid as Repaid Closing Indebtedness; or (b) be converted into that number of shares of Common Stock equal to the quotient (rounded down to the nearest whole share) obtained by dividing (i) the outstanding principal balance and unpaid accrued interest of such Convertible Promissory Note on a date that is no more than five (5) days prior to the Closing Date by (ii) the applicable conversion price of $0.0852, and at and after the Closing, such shares of Common Stock shall be subject to the provisions of Article 2 of the Merger Agreement. All current members of the Board of Directors who hold Convertible Promissory Notes have executed a waiver by which they agreed to receive 1.0 (not 1.15) times the outstanding principal balance of his or her Convertible Promissory Notes.

g. Representations and Warranties

For merger transactions of this type, each of the Company, Parent, and Merger Sub have made customary representations and warranties. The representations and warranties of the Company shall survive the Closing for a period of eighteen (18) months following the Closing Date (provided, however, the right of recovery under the limited indemnification by Company (as described below) shall not terminate with respect to any Losses[3] to which the respective covered party shall have given proper notice in accordance with the Merger Agreement before the expiration of the survival period for breach of the applicable representation and warranty).

h. Conditions to Merger

Conduct of the Business Prior to Completion of the Merger: During the period between the date of the Merger Agreement (October 12, 2024) until the earlier to occur of termination of the Merger Agreement in accordance therewith or the Closing Date (the "Pre-Closing Period"), except as otherwise expressly required by the Merger Agreement, or except to the extent Parent otherwise consents in writing, the Company will, and will cause its Subsidiaries[4] to:

- operate in compliance in all material respects with all applicable laws;
- use commercially reasonable efforts to preserve intact their present lines of business and preserve their relationships, contractual or otherwise, with employees, contractors, customers, suppliers and others having material business dealings with the Company;
- not amend their organizational documents;
- not, other than in the ordinary course of business, declare, set aside or pay any dividends or distributions, or purchase or redeem any of their respective outstanding equity securities (and all such dividends or

---

[3] For purposes of the Merger Agreement, "Loss" means, collectively, any loss, liability, damage, cost, Tax, judgment, penalty, fine, interest, amount paid in settlement or fees or expenses related to any of the foregoing (including reasonable legal and other advisor fees and expenses), other than (except to the extent awarded to a third party) punitive or exemplary damages.

[4] For purposes of the Merger Agreement, "Subsidiaries" means, as of the relevant date of determination, with respect to any Person, a corporation or other Person of which 50% or more of the voting power of the outstanding voting equity interests or 50% or more of the outstanding economic equity interest is held, directly or indirectly, by such Person.

distributions shall have been effected prior to 11:59 p.m. Eastern Time on the day immediately preceding the Closing Date);

- not change accounting methods, principles or practices or revalue any of its material assets (including writing down the value of inventory or writing off notes or accounts receivable otherwise than in the ordinary course of business) or change its method of calculating, any bad debt, contingency or other reserve or make any change in its fiscal year, except in each case as required by concurrent changes in GAAP as concurred with by its auditor and after notice to Parent;
- not adopt a plan of complete or partial liquidation or authorize or undertake a dissolution, merger, consolidation, restructuring, recapitalization or other reorganization; and
- not permit any of their insurance policies to be canceled or terminated or any of the coverage thereunder to lapse, without promptly securing replacement insurance policies which are in full force and effect and provide coverage substantially similar to or greater than under the prior insurance policies.

During the Pre-Closing Period, the Company shall not, without the prior written consent of Parent, directly or indirectly take any action (or fail to take any action) that would have required disclosure under Section 3.5(b) – *Absence of Certain Changes or Events* – had such action (or inaction) occurred after December 31, 2023 and prior to execution of the Merger Agreement.

280G: Prior to the Closing Date, the Company is required to obtain from each person who is a "disqualified individual" (within the meaning of Section 280G and the regulations promulgated thereunder) a waiver of the right to receive any payments or benefits to the extent any such payment or benefit would separately or in the aggregate constitute "parachute payments" as defined in Section 280G. While not necessarily constituting such a payment, Sanjay Singh has agreed to waive any severance that might otherwise be due him under his Employment Agreement, subject to entering a separation agreement at the Closing that continues his salary and benefits through the end of 2024 (the "Singh Separation Agreement").

Other Conditions: The Merger Agreement contains other customary conditions precedent to consummate the Closing. Conditions to Parent's and Merger Sub's obligations include, but are not limited to, (i) adoption of the Merger Agreement by the Company stockholders entitled to exercise a majority of the voting power of the Company (the "Company Requisite Approval"), (ii) written resignations of the directors and officers of the Company, (iii) receipt of customary payoff letters for Company indebtedness three (3) Business Days prior to the Closing Date, (iv) final invoices in a commercially reasonable form with respect to third party Selling Expenses three (3) Business Days prior to the Closing Date, (v) a duly executed FIRPTA certificate, (vi) counterpart signature pages to the Escrow Agreement and Paying Agent Agreement, (vii) evidence of termination of certain agreements, (viii) evidence that specified consents, approvals and authorizations have been obtained, and (ix) evidence that the Company's board of directors adopted corporate resolutions and made plan amendments necessary to terminate the Company's 401(k) profit sharing plan. Conditions to the Company's obligations include, but are not limited to, (i) obtaining the Company Requisite Approval, and (ii) counterpart signature pages to the Escrow Agreement and Paying Agent Agreement.

i. Non-Solicitation ("No-Shop")

Exclusivity Requirements: During the Pre-Closing Period, none of the Company or any of its Affiliates, directors, officers, employees, Representatives or agents is permitted to, directly or indirectly, (a) discuss, encourage, negotiate, undertake, initiate, authorize, recommend, propose or enter into, whether as the proposed surviving, merged, acquiring or acquired corporation or otherwise, any transaction involving an investment in, merger, consolidation, recapitalization (or similar transaction), business combination, purchase or disposition of any material amount of the assets of the Company or any capital stock or other Equity Interest in the Company or any of its Subsidiaries (other than sales of inventory in the ordinary course of business), other than the transactions contemplated by the Merger Agreement (an "Acquisition Transaction"), (b) facilitate, encourage, support, solicit or initiate discussions, negotiations or submissions of proposals or offers in respect of an Acquisition Transaction, (c) furnish or cause to be furnished to any Person, any information concerning the business, operations, properties or assets of the Company in connection with an Acquisition Transaction or (d) otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to do or seek any of the foregoing. The Company and Stockholders' Representative shall promptly (and in any event within two (2) Business Days) advise Parent in writing if the Company, any of its Affiliates, or any of its directors, officers, employees or other Representatives receives any proposal for an Acquisition Transaction, any request for information with respect to any such Acquisition

Transaction or any inquiry with respect to, or which could reasonably be expected to result in, an Acquisition Transaction (including advising Parent of the material terms and conditions of such request, proposal or inquiry).

Exceptions: Notwithstanding anything to the contrary, the exclusivity provisions are subject to certain exceptions related to Acquisition Proposals and Superior Proposals.

Acquisition Proposals: Prior to the receipt of the Company Requisite Approval and subject to additional terms in the Merger Agreement, the board of directors of the Company, directly or indirectly through any Representative, may, subject to notification requirements: (a) participate in negotiations or discussions with any third party that has made (and not withdrawn) a bona fide, unsolicited, written Acquisition Proposal[5] that the board of directors believes in good faith constitutes or would reasonably be expected to result in a Superior Proposal (as discussed below); and (b) thereafter furnish to such third party non-public information relating to the Company or any of its Subsidiaries pursuant to an executed confidentiality agreement.

Notification to Parent: The board of directors of the Company shall not take any of the above-described actions unless the Company has delivered to Parent prior written notice advising Parent of its intention to take such action. The Company must notify Parent promptly (but in no event later than 24 hours) after knowledge of receipt of any Acquisition Proposal, including its material terms. The Company is required to keep Parent reasonably informed of the status and material terms of any such Acquisition Proposal, including any material amendments as to price or other material terms thereof.

Superior Proposal: At any time prior to the receipt of the Company Requisite Approval, the board of directors of the Company is permitted to: (a) effect a Company Adverse Recommendation Change[6] with respect to a Superior Proposal[7] or (b) terminate the Merger Agreement in order to enter into a Company Acquisition Agreement with respect to such Superior Proposal if: (i) the Company promptly notifies Parent, in writing, at least two (2) Business Days (the

---

[5] For purposes of the Merger Agreement, an "Acquisition Proposal" is an inquiry, proposal, or offer from, or indication of interest in making a proposal or offer by, any Person or group (other than Parent and its Subsidiaries, including Merger Sub), relating to any transaction or series of related transactions (other than the transactions contemplated by the Merger Agreement), involving any: (a) direct or indirect acquisition of assets of the Company or its Subsidiaries (including any voting equity interests of Subsidiaries, but excluding sales of assets in the ordinary course of business) equal to 35% or more of the fair market value of the Company's and its Subsidiaries' consolidated assets or to which 35% or more of the Company's and its Subsidiaries' net revenues or net income on a consolidated basis are attributable; (b) direct or indirect acquisition of 35% or more of the voting equity interests of the Company or any of its Subsidiaries whose business constitutes 35% or more of the consolidated net revenues, net income, or assets of the Company and its Subsidiaries, taken as a whole; (c) tender offer or exchange offer that if consummated would result in any Person or group (as defined in Section 13(d) of the Exchange Act) beneficially owning (within the meaning of Section 13(d) of the Exchange Act) 35% or more of the voting power of the Company; (d) merger, consolidation, other business combination, or similar transaction involving the Company or any of its Subsidiaries, pursuant to which such Person or group (as defined in Section 13(d) of the Exchange Act) would own 35% or more of the consolidated net revenues, net income, or assets of the Company, and its Subsidiaries, taken as a whole; (e) liquidation, dissolution (or the adoption of a plan of liquidation or dissolution), or recapitalization or other significant corporate reorganization of the Company or one or more of its Subsidiaries which, individually or in the aggregate, generate or constitute 35% or more of the consolidated net revenues, net income, or assets of the Company and its Subsidiaries, taken as a whole; or (f) any combination of the foregoing.

[6] For purposes of the Merger Agreement, a "Company Adverse Recommendation Change" means the board of directors of the Company: (a) failing to make, withhold, withdraw, amend, modify, or materially qualify, in a manner adverse to Parent, the Company Recommendation; (b) failing to include the Company Recommendation in the Company proxy statement that is disseminated to the Company Stockholders; (c) adopting, approving, recommending, endorsing, or otherwise declaring advisable an Acquisition Proposal; (d) failing to recommend against acceptance of any tender offer or exchange offer for the shares of Common Stock within ten Business Days after the commencement of such offer; or (e) adopting a resolution or agreeing in writing to take any of the foregoing actions.

[7] For purposes of the Merger Agreement, a "Superior Proposal" is a bona fide written Acquisition Proposal that did not result from a breach in any material respect of the exclusivity provisions (recognizing that actions permitted under the above-described exceptions do not constitute a breach) that the board of directors of the Company determines in good faith (after consultation with its financial advisor and outside legal counsel) is (a) reasonably likely to be consummated in accordance with its terms, and (b) if consummated, more favorable to the holders of Common Stock than the transactions contemplated by the Merger Agreement (as modified by any revisions to the terms of the Merger Agreement and the Merger proposed by Parent during the Superior Proposal Notice Period).

"Superior Proposal Notice Period") before taking the action described in subsections (a) or (b) above, of its intention to take such action with respect to such Superior Proposal, which notice shall state expressly that the Company has received an Acquisition Proposal that the board of directors of the Company intends to declare is a Superior Proposal, and that the board of directors of the Company intends to take the action described in subsections (a) or (b); (ii) the Company specifies the identity of the party making the Superior Proposal and the material terms and conditions thereof in such notice and includes an unredacted copy of the then-current Superior Proposal; (iii) the Company and its Representatives during the Superior Proposal Notice Period, negotiate with Parent in good faith to make such adjustments in the terms and conditions of the Merger Agreement so that such Acquisition Proposal ceases to constitute a Superior Proposal, if Parent, in its discretion, proposes to make such adjustments (it being agreed that in the event that, after commencement of the Superior Proposal Notice Period, there is any material revision to the terms of a Superior Proposal, the Superior Proposal Notice Period shall be extended, if applicable, to ensure that at least two (2) Business Days remains in the Superior Proposal Notice Period subsequent to the time the Company notifies Parent of any such material revision (it being understood that there may be multiple extensions); provided, however, that no such extensions shall be required if any such extension would extend beyond the second business day preceding the date set for the meeting of the holders of Common Stock to consider and vote upon the adoption of the Merger Agreement and to approve the transactions contemplated therein, including the Merger (the "Company Stockholders Meeting")); and (iv) the board of directors of the Company determines in good faith that such Acquisition Proposal continues to constitute a Superior Proposal (after taking into account any adjustments made by Parent during the Superior Proposal Notice Period in the terms and conditions of the Merger Agreement).

j. Termination Fees and Expenses

Company Termination-Related Payments: Company agrees to pay Parent a fee of $500,000, within 10 days after written demand for payment is made by Parent, following occurrence of (i) termination of the Merger Agreement by the Company pursuant to the Superior Proposal provision described above if such termination occurs prior to the receipt of the Company Requisite Approval at the Company Stockholders Meeting or (ii) termination of the Merger Agreement by Parent if (A) a Company Adverse Recommendation Change has occurred or the Company has approved or adopted, or recommended the approval or adoption of, any Company Acquisition Agreement; or (B) the Company has breached in any material respect any of its covenants and agreements set forth in the exclusivity section of the Merger Agreement as described above.

Parent Termination-Related Payments: Parent agrees to pay to Company $500,000 less the amount of the Deposit retained by Company (as described below) within ten (10) days after written demand for payment is made by Company, if Company terminates the Merger Agreement as a result of Parent failing to pay the Merger Consideration if conditions to Parent's and Merger Sub's obligations under the Merger Agreement have been satisfied.

Other Payments: Parent, Merger Sub, or their Representatives and Company, Stockholders' Representative, or their Representatives shall pay all fees and expenses incident to the transactions which are incurred by the respective party(ies) or otherwise expressly allocated thereto, with the Company being obligated for payment of Selling Expenses. Notwithstanding the foregoing, (A) all transfer Taxes estimated as of the Closing shall be borne and paid fifty-percent (50%) by Parent and fifty-percent (50%) by the Company (which portion shall be included in the calculation of Selling Expenses), (B) all costs and expenses of the Paying Agent shall be borne and paid by the Company (but shall be excluded in the calculation of Selling Expenses), and (C) all costs and expenses of the Escrow Agent shall be borne and paid by the Company (but shall be excluded in the calculation of Selling Expenses).

k. Working Capital Advance (Deposit)

Following execution and delivery of the Merger Agreement by the parties, Parent paid to the Company an earnest money deposit in an amount equal to Three Hundred Thousand Dollars ($300,000.00) (the "Deposit"). The Deposit is available to the Company to be utilized for working capital purposes and will not accrue interest for the benefit of Parent. If the Closing occurs prior to the termination of the Merger Agreement, an amount equal to the Deposit shall be applied as a credit toward the payment of Merger Consideration. If prior to the Closing the Merger Agreement is terminated by Parent pursuant to certain termination provisions therein, an amount equal to the Deposit shall be refunded by the Company to Parent within ten (10) days following such termination.

l. Director and Officer Indemnification

Following the Closing, Parent will cause the Surviving Corporation to indemnify and hold harmless each of the present and former directors, officers, managers, partners, employees and agents of the Company, in their capacities as such, from and against all damages, costs and expenses actually incurred or suffered in connection with any threatened or pending action, suit or proceeding at law or in equity by any person or any arbitration or administrative or other proceeding relating to the business of the Company or the status of such individual as a director, officer, manager, partner, employee or agent prior to the Closing, in each case, to the extent provided in the organizational documents of the Company, any indemnification agreements made available to Parent or as required by applicable law, each as in effect as of the date hereof (the "Indemnification Agreements"). Parent will not amend or modify the organizational documents of the Surviving Corporation or the Indemnification Agreements with respect to any indemnification provision or provisions (except to the extent that such amendment preserves or broadens the indemnification or other such rights theretofore available to such directors, officers, managers, partners, employees and agents) in any material respect.

At Closing, the Surviving Corporation is required to purchase (the cost and expense of which shall be a Selling Expense) a fully paid-up "tail" policy with respect to the existing directors' and officers' liability insurance policies of the Company covering all current and former members of the board of directors, managers and officers of the Company for a period of six (6) years following the Closing Date.

In the event Parent or the Surviving Corporation or any of their respective successors and assigns (a) enters into a consolidation or merger and shall not be the continuing or surviving corporation or entity in such consolidation or merger or (b) transfers all or substantially all of its properties and assets, then, in either such case, proper provision shall be made so that the successors and assigns of Parent or the Surviving Corporation, as the case may be, shall assume all of these obligations.

m. Limited Indemnification by Mace

The Escrow Amount (as defined in the Merger Agreement, $500,000) shall be used to indemnify and hold harmless Parent, Merger Sub, the Surviving Corporation, and their respective directors, managers, officers, employees, Affiliates, Stockholders, members, agents, attorneys, Representatives, successors and permitted assigns (collectively, the "Parent Covered Parties") from any and all Losses up to the Indemnity Cap Amount (as defined in the Merger Agreement, $500,000) arising out of or incurred in connection with (a) any breach of any of the representations or warranties concerning the Company or (b) any breach or failure to perform in accordance with their terms any covenants or agreements contained herein that contemplate performance thereof by Stockholders' Representative following the Closing. Parent shall have the right to, from time to time, recover any such Losses from the Escrow Account (as defined in the Merger Agreement). The Escrow Account is the exclusive source of recovery against Stockholders' Representative or the Company Stockholders under the Merger Agreement for any Losses related to the foregoing indemnification obligations.

n. Amendment and Waiver

No amendment, modification or waiver of the Merger Agreement or any provision thereof shall be effective or enforceable as against a party thereto unless made in a written instrument that specifically references the Merger Agreement and that is signed (a) in the case of a waiver, by the party waiving compliance, or (b) in the case of an amendment or modification, by the parties to the Merger Agreement. The Merger Agreement and the provisions thereof which by Law would require further approval by the holders of Common Stock may not be amended, modified or waived following receipt of the Company Requisite Approval.

o. Third-Party Beneficiaries

Except as expressly stated in the Merger Agreement, no provision of the Merger Agreement is intended or shall be construed to confer on any Person, other than the parties thereto and their respective successors and permitted assigns, any rights hereunder.

p. Governing Law; Waiver of Jury Trial

The Merger Agreement is governed by and will be construed in accordance with the laws of the State of Delaware without regard to the choice-of-laws or conflict-of-laws provisions. Each party irrevocably and nonconditionally waived any right such party may have to a trial by jury in respect of any litigation directly or indirectly arising out of or relating to the Merger Agreement or the transactions contemplated by the merger Agreement.

q. Tax Consequences

Each stockholder should consult his, her or its own tax adviser(s) as to the particular tax consequences to such stockholder of the transactions contemplated by the Merger Agreement, including the applicability and effect of state, local, non-U.S. and other tax laws.

r. Paying Agent and Payments to the Stockholders

Equiniti will act as the Paying Agent in connection with the merger and will effect the exchange of cash for the shares of Common Stock that are entitled to receive the Per Share Merger Consideration at the Effective Time. Parent will pay the Merger Consideration to the Paying Agent. The Paying Agent will provide each Company Stockholder with a letter of transmittal and instructions for use in exchanging shares of Common Stock for cash, in the form attached as Exhibit C to the Merger Agreement (the "Letter of Transmittal"). **In order to obtain any payment of Merger Consideration, each Company Stockholder will be required to execute and deliver a Letter of Transmittal and submit it to the Paying Agent together with any other required stock certificates or documents specified therein. Payment will be made promptly following receipt by the Paying Agent of the completed Letter of Transmittal and all other required stock certificates or documents specified therein.**

s. Stockholder Release in Letter of Transmittal

As a condition to the consummation of the transactions contemplated by the Merger Agreement and receipt of the Per Share Merger Consideration, each Letter of Transmittal must include a release as contained in the Letter of Transmittal in the form attached as Exhibit C to the Merger Agreement, by which the executing stockholder releases all claims against Parent, Merger Sub and the Company, other than claims or rights the stockholder may have under the Merger Agreement, claims by an employee of the Company with respect to accrued compensation or employment contract rights, or claims under any customary indemnification agreement related to indemnification of Company representatives.

5. Interests of Directors and Executive Officers of in the Merger

In considering the recommendation of the Company's board of directors with respect to the Merger and the Merger Agreement, stockholders of the Company should be aware that the directors and executive officers have interests in the Merger that may be different from, or in addition to, the interests of the Company's stockholders.

a. No Continuing Employment or Membership on the Board of Directors

Pursuant to the Merger Agreement, all directors and officers of the Company (in such capacity and not in an employment capacity) will resign effective as of the Closing. No arrangements exist for any director or officer to continue in office with the Surviving Corporation. Mr. Singh will provide transition services to the Surviving Corporation through December 31, 2024 pursuant to the Singh Separation Agreement.

b. Required 280G Waiver

As an additional covenant in the Merger Agreement, prior to the Closing Date, the Company is required to obtain from each "disqualified individual" (within the meaning of Section 280G and the regulations promulgated thereunder) a waiver of the right to receive any payments or benefits to the extent any such payment or benefit would separately or in the aggregate constitute "parachute payments" as defined in Section 280G. While not necessarily constituting

such a payment, Mr. Singh has agreed to waive any severance that might otherwise be due him under his Employment Agreement, subject to entering the Singh Separation Agreement.

c. Repaid Closing Indebtedness

Certain current and former directors and officers of the Company have previously made loans to the Company to assist it with its liquidity situation. In turn, as of October 29, 2024, the Company has outstanding (a) Promissory Notes to Mr. Singh in the amount of $390,000 and (b) Series 1 Convertible Promissory Notes to (i) Mr. Singh in the amount of $400,000, (ii) Daniel V. Perella in the amount of $25,000, (iii) Denis Amato in the amount of $125,000, (iv) Hussien Shousher in the amount of $100,000, and (v) Jennifer Kretchmar in the amount of $15,000.

In accordance with the Merger Agreement, with respect to the Series 1 Convertible Promissory Notes that remain outstanding and have not previously converted into shares of Common Stock in accordance with their terms, effective on or before the day immediately preceding the Closing Date, such Series 1 Convertible Promissory Notes shall (a) be converted into Indebtedness (as defined in the Merger Agreement) of the Company in an amount equal to the sum of (i) all accrued and unpaid interest due on such convertible promissory note and (ii) 1.15 times the outstanding principal balance of such convertible promissory note, and such Indebtedness shall be treated as part of the Closing Indebtedness (as defined in the Merger Agreement), and paid as Repaid Closing Indebtedness (as defined in the Merger Agreement); or (b) be converted into that number of shares of Common Stock equal to the quotient (rounded down to the nearest whole share) obtained by dividing (i) the outstanding principal balance and unpaid accrued interest of such convertible promissory note on a date that is no more than five (5) days prior to the Closing Date by (ii) the applicable conversion price of $0.0852, and at and after the Closing, such shares of Common Stock shall be subject to the provisions of Article 2 of the Merger Agreement. All of the promissory notes held by Mr. Singh and the Series 1 Convertible Promissory Notes will be repaid at the closing of the Merger, with the repayment of the Series 1 Convertible Promissory Notes being made in accordance with subsection (a) described above, except that all current members of the Board of Directors who hold Series 1 Convertible Promissory Notes have executed a waiver by which they agreed to receive 1.0 (not 1.15) times the outstanding principal balance of his or her Series 1 Convertible Promissory Notes.

6. **Security Ownership Of Certain Beneficial Owners On October 29, 2024**[1]

The following table provides information regarding beneficial ownership of the Company's shares of Common Stock by each person or entity known by the Company to be the beneficial owner of more than five percent of the Company's outstanding shares of Common Stock. The assessment of holders of more than five percent of the Company's shares of Common Stock is based on a review of and in reliance upon their respective filings with the SEC, information obtained about stock ownership from the Company's stock registrar, or information voluntarily provided to the Company by the Beneficial Owner. Because the Company is not subject to SEC registration rules, there is no assurance that it has obtained complete and accurate information regarding potential 5% or greater stock ownership in the Company, nor that the ownership information voluntarily provided is complete or accurate.

Name and Address of Beneficial Owner	Number of Shares of Common Stock	Percent of Class
MACNFAC LLC 4400 Carnegie Ave. Cleveland, Ohio 44103	14,148,915	21.2%
Ancora Advisors LLC (2) 6060 Parkland Blvd. Suite 200 Cleveland, OH 44124	5,386,991	8.1%

(1) The information is based on the number of shares reported to the Company by the Company's transfer agent Equiniti Trust Company, LLC (formerly known as American Stock Transfer & Trust Company, LLC).

(2) The number of shares shown includes shares under management not beneficially owned by Ancora Advisors LLC.

SECURITY OWNERSHIP OF MANAGEMENT AND THE BOARD

The following table provides information regarding the beneficial ownership of the Company's shares of Common Stock by each of its current named executive officers, and all its current directors and current executive officers as a group, in each case as of October 29, 2024. Unless otherwise indicated by footnote, individuals have sole voting power and sole investment (dispositive) power over the reported shares of Common Stock. The address of everyone named below is c/o Mace Security International, Inc., 4400 Carnegie Ave, Cleveland Ohio 44103.

Name of Beneficial Owner	Number of Shares of Common Stock	Options to Purchase Common Stock (1)	Total	Percent of Class (2)
Sanjay Singh (3)	15,310,494	972,500	16,282,994	24.4%
Denis J. Amato (4)	1,990,881	268,000	2,258,881	3.4%
Michael D. Bozich	182,035	30,000	212,035	*
Jennifer Kretchmar	369,304	147,500	516,804	*
Hussien Shousher (5)	861,391	268,000	1,129,391	1.7%
All Directors and executive officers as a group (5 persons)				30.6%

* Represents less than 1.0% of the Company's outstanding common stock.

(1) Includes options to purchase Common Stock exercisable within 60 days of October 29, 2024, without regard to exercise price.

(2) The percentage identified in the "Percent of Class" column is based on the number of the Company's shares of common stock outstanding as of the Record Date, October 25, 2024, of 66,693,027.

(3) Includes attribution of 100% of the MACNFAC LLC shares.

(4) Includes 95,000 shares held by Denis J. Amato Trust Fund dated 11/1/2016, Denis Amato, Trustee.

(5) Includes 25,812 shares held by Randa M. Shousher Trust.

7. Risk Factors Related to the Merger

Completion of Merger and Termination of the Merger Agreement. The Merger is subject to a number of conditions that must be satisfied or waived prior to completion of the Merger, as described in Section 4(h) above. These conditions, such as obtaining the Company Requisite Approval, may not be satisfied or waived and, in turn, the Merger may be delayed or not completed.

Continuation of Operations if the Merger does not Occur. The Company's performance has seen a decline over the past several years. If the Merger does not occur due to failure to obtain the Company Requisite Approval, termination by either party in accordance with the Merger Agreement, failure to satisfy or waive conditions by either party pursuant to the Merger Agreement, or otherwise, we may not have sufficient liquidity to continue operations or solicit other potential business opportunities.

Interim Operations. The Merger Agreement provides certain restrictions on the conduct of the business prior to completion of the Merger, generally requiring that the business be conducted in the ordinary course in all material respects and prohibiting the taking of specified actions without Parent's consent. This could restrict the Company's ability to seek other opportunities to better its performance and hinder the Company's ability to seek other business opportunities in the event the Merger does not occur.

No Ongoing Equity Interest or Management Influence. The current stockholders of the Company will have no ongoing equity interest in the Surviving Corporation following the Merger, and as such, will be unable to participate in any future earnings or growth in the Surviving Corporation. Further, all of the directors and officers of the Company (in such capacity and not in an employment capacity) will resign effective as of the Closing. No arrangements exist for any director or officer to continue with the Surviving Corporation, except that Mr. Singh will provide transition services through the end of 2024, and as such, there will be no ability to influence management and policies of the Surviving Corporation.

If the Merger does not occur, those certain promissory notes and convertible promissory notes made by the Company to directors and officers of the Company will not be repaid in accordance with the terms of the Merger Agreement, and the Company may not be able to make these repayments.

Termination Fees and Inability to Solicit Alternative Business Opportunities. In the event that the Company terminates the Merger Agreement under certain circumstances as described in Section 4(j) above and in the Merger Agreement, the Company will be required to pay Parent a fee of $500,000 within 10 days of Parent's written demand. This required payment could accelerate the Company's decline in financial performance (or the Company may be unable to pay this fee), which could further hinder the Company's ability to seek other business opportunities.

Additionally, although there are certain exceptions to the "No-Shop" provision as described in Section 4(i) above and in the Merger Agreement, the aforementioned $500,000 termination fee must be paid in connection with termination of the Merger Agreement by the Company pursuant to the "Superior Proposal" provision if the Company Requisite Approval has not yet been obtained. Despite the "No-Shop" exceptions, these covenants may discourage alternative proposals from being made or pursued, even if potentially more favorable to the Company's stockholders than the Merger.

Effect of Announcement. The announcement of the Merger Agreement may affect the Company's ability to retain current employees, customers or otherwise, or attract new personnel.

Litigation Risk. The Company is subject to ongoing litigation and potential threatened claims. During the Pre-Closing Period and in connection with the consummation of the Merger, the Company is at risk of litigation which, even where lacking merit, could result in distraction and expense.

The foregoing discussion of risk factors is not intended to be exhaustive but includes certain material factors considered in connection with the Merger and Merger Agreement. In light of the variety of factors considered in connection with evaluation of the Merger, no relative weight is assigned to the specific factors considered in reaching determinations and recommendations.

8. Board's Recommendations and Reasons for the Transaction

The board of directors of the Company has (i) determined that it is in the best interests of the Company and the Company Stockholders, and declared it advisable, to enter into the Merger Agreement with Parent and Merger Sub providing for the Merger in accordance with the DGCL, (ii) approved the Merger Agreement and the transactions contemplated hereby in accordance with the DGCL and (iii) adopted a resolution recommending the Merger Agreement be adopted by the Company Stockholders. **The Mace board of directors unanimously recommends**

that the Company Stockholders adopt the Merger Agreement by voting "FOR" Proposal 1 and vote "FOR" Proposal 2 and Proposal 3.

In arriving at the recommendations described above, the directors considered the overall process to identify viable transactions and transaction partners, competing bids/interest, the present financial situation of the Company and the recommendation of Hill View, its financial advisor, to approve the Merger Agreement. The Board also noted that the Merger Agreement preserved the Company's ability to accept a superior offer after repayment of a deposit and payment of a termination fee. The Board discussed the matter, evaluated the information and concluded that, in light of the Company's present situation and that the Company did not, despite extensive efforts described above, have a different or alternative financing source or strategic transaction option, it was advisable and in the best interest of the Company and its stockholders to adopt and approve the Merger Agreement.

9. Special Meeting

a. Date, Time, Place and Purpose of the Special Meeting

The Special Meeting of the Stockholders of the Company (the "Special Meeting") shall be held at the Company's facility at 4400 Carnegie Ave. Cleveland, OH 44103 on December 3, 2024 at 11:00 a.m. Eastern Time. The Company is offering stockholders the ability to view the meeting via Zoom. To view the meeting via Zoom, please go to www.zoom.com at the time of the meeting and click on Join. Enter the following Zoom meeting ID: 839 0298 9426 and Passcode 357138. Please note, stockholders viewing the meeting via Zoom will not be able to vote or otherwise participate in the Special Meeting.

The purposes of the Special Meeting are (a) to consider and vote on the adoption of the Agreement and Plan of Merger, dated October 12, 2024, by and among W Electric Intermediate Holdings, LLC, a Delaware limited liability company, Mace Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Parent, the Company, and a representative of the Company's stockholders, (b) to appoint Charles A. Gaddis as substitute Stockholders' Representative, and (c) to approve one or more adjournments of the Special Meeting, if necessary, to solicit additional proxies if a quorum is not present or there are not sufficient votes cast at the Special Meeting to approve the adoption of the Merger Agreement. Approval of the adoption of the Merger Agreement by the Company Stockholders is a condition to the closing of the transactions contemplated under the Merger Agreement.

The prior Stockholders' Representative resigned from the position following entry of the Merger Agreement, and, as such, it is necessary to appoint a replacement Stockholders' Representative. The Stockholders' Representative position is described in Section 9.16 of the Merger Agreement. The Stockholders' Representative shall be paid by the Company at the closing a fee of $12,000 for the performance of Stockholders' Representative's services under the Merger Agreement.

Charles A. ("Charlie") Gaddis is a third party nominated to serve as Stockholders' Representative. Mr. Gaddis is the CFO and Founder of Beyond Intelligence, a firm specializing in CFO, interim CFO, and project management services. Mr. Gaddis has a diverse professional background that includes process and discrete manufacturing, business services, SaaS companies, multi-site retail, and wholesale and distribution sectors. Before founding Beyond Intelligence, Mr. Gaddis served as a financial executive for Novar Controls, later acquired by Honeywell for its advanced building controls and electronics manufacturing. He also held a financial executive role at fashion house HUGO BOSS. His career began at Industrial Timber and Land and Ernst & Whinney (now Ernst & Young). He is a Certified Public Accountant (inactive) and a Certified Managerial Accountant. He holds an Executive Master of Business Administration from Baldwin Wallace University and pursued studies in accounting and finance at Wittenberg University.

b. Record Date; Stockholders Entitled to Vote

Only holders of record of issued and outstanding shares of the Company's Common Stock, as of the close of business on October 25, 2024, the record date for the Special Meeting, are entitled to notice of, and to vote at, the Special Meeting.

As of the close of business on October 25, 2024, there were 66,693,027 shares of the Company's Common Stock issued and outstanding and entitled to vote at the Special Meeting. Company stockholders may cast one (1) vote for each share of Common Stock held by them as of the close of business on the record date.

A complete list of Company stockholders entitled to vote at the Special Meeting will be available for inspection at the Company's principal place of business during regular business hours for a period of no less than 10 days before the Special Meeting.

c. Quorum; Adjournment

A quorum of Company stockholders is necessary for the Company to hold a valid meeting. The presence at the Special Meeting of the holders of one third of the stock issued and outstanding and entitled to vote, present in person or represented by proxy, will constitute a quorum at the meeting.

d. Required Vote; Broker Non-Votes and Abstentions

Approval of the Merger Agreement requires the affirmative vote of a majority of the outstanding shares of the Company's common stock entitled to vote on the proposal. Approval of the new Stockholders' Representative requires approval of at least 35% the outstanding shares of the Company's common stock entitled to vote on the proposal. Approval of the adjournment proposal requires the affirmative vote of the holders of a majority of the Common Stock present in person or represented by proxy at the Special Meeting and entitled to vote thereon. Abstentions and broker non-votes will be deemed to be present for the purpose of determining a quorum for the Special Meeting. Stockholders viewing the meeting by Zoom will not be deemed to be present for the purpose of determining a quorum, unless their shares are represented by proxy.

e. Revocability of Proxies

Any stockholder may revoke their proxy before it is exercised by submitting a later dated proxy, by giving notice of revocation to the Company in writing before the Special Meeting, or by attending the Special Meeting in person and voting. However, mere attendance at the Special Meeting by a stockholder who previously granted a proxy will not serve to revoke the proxy. Unless revoked by written notice or unless voted in person at the Special Meeting, shares represented by valid proxies will be voted upon on all matters to be acted upon at the Special Meeting. On any matter or matters with respect to which such a valid proxy contains instructions for voting, such shares will be voted in accordance with such instructions.

10. **Where You Can Find More Information**

The Company's announcement of the Merger, the Merger Agreement, the Quarterly Report for the three months ended June 30, 2024, and the 2023 Annual Report are incorporated herein by reference and are filed separately through the OTC Disclosure and News Services, available at www.otcmarkets.com. We urge you to read this proxy statement together with the documents incorporated by reference herein.