

THE INTERESTS OFFERED PURSUANT TO THIS PRIVATE PLACEMENT MEMORANDUM HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND MAY ONLY BE OFFERED OR SOLD IN THE UNITED STATES TO “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT.

THIS PRIVATE PLACEMENT MEMORANDUM, THE INFORMATION PROVIDED HEREIN AND ANY ADDITIONAL INFORMATION OR MATERIALS PROVIDED TO YOU IN CONNECTION HERewith OR THE CONTEMPLATED SALE AND ANY ADDITIONAL COMMUNICATIONS RELATED TO THE CONTEMPLATED OFFERING ARE CONFIDENTIAL. YOU MAY NOT COPY THIS DOCUMENT (EXCEPT THAT YOU MAY MAKE COPIES FOR YOUR ADVISORS). YOU MAY USE THIS DOCUMENT ONLY TO EVALUATE THE CONTEMPLATED OFFERING. THIS DOCUMENT SHOULD NOT BE DEEMED TO CONSTITUTE OR CONTAIN ANY LEGAL, TAX OR INVESTMENT ADVICE. YOU SHOULD CONSULT YOUR OWN ADVISORS FOR SUCH ADVICE.

WAGMI LIMITED

Private Placement Memorandum

Purchase of KOBAN TOKENS

Regulation D Offering – \$222,641.00

SEE “TERMS OF THE OFFERING” FOR PRICING AND OTHER INFORMATION

April 14, 2025

This Private Placement Memorandum (this “**Private Placement Memorandum**” or “**Memorandum**”) has been prepared by WAGMI Limited, a Gibraltar private limited liability company incorporated on March 18, 2022 (“**we**”, “**WAGMI**,” or the “**Company**”, interchangeably), for use by certain prospective qualified purchasers (each, a “**Purchaser**” and collectively, the “**Purchasers**”) to whom the Company is offering (the “**Offering**”) the opportunity to purchase KOBAN Tokens, the native unit of value within the Lucky Kat Ecosystem (“**KOBAN Tokens**” or “**Tokens**”), for use on the Takibi protocol and its associated website and services (collectively, the “**Takibi Protocol**”) and across the Lucky Kat ecosystem (the “**Lucky Kat Ecosystem**”). The foregoing right to acquire KOBAN Tokens will be embodied in and documented by a Token Purchase Agreement with respect to the KOBAN Tokens (as may be amended, restated and/or otherwise modified from time to time, a “**TPA**”; and together with the KOBAN Tokens, the “**Interests**”) to be entered into between the Company and the qualified purchasers purchasing such Interests in the Offering. When the KOBAN Tokens are initially broadly publicly released by the Company for use within the Lucky Kat Ecosystem, the date of such release, if any, is referred to as the “Token Integration Event.”

The Company is the sole issuer of any Interests (defined above) being offered and sold pursuant to this Memorandum.

No public market for the KOBAN Tokens currently exists or, if a public market in KOBAN Tokens develops, it may do so without the involvement of the Company.

The KOBAN Tokens purchased may be subject to restrictions on transferability and resale and generally may not be transferred or resold except as specified herein and in the applicable Offering Document. For purposes of this Memorandum, “**Offering Document**” means this Memorandum and the TPA. Purchasers of KOBAN Tokens should be aware that they will be required to bear the financial risks of this purchase for an indefinite period of time.

Unless otherwise indicated herein, all references to the number of KOBAN Tokens set forth in this Private Placement Memorandum refers to the minted supply of 2,500,000,000 KOBAN Tokens that will be issued as of the date of the Token Integration Event. The actual number of KOBAN Tokens may change from time to time and at any time via any forks to the KOBAN Tokens or similar events.

Unless otherwise provided by the Company, all purchases must be made via the offering platform at <https://republic.com/lucky-kat> (the “**Offering Platform**”) in accordance with the instructions and terms of sale set forth therein. Purchases may be made in US dollars via credit card, USD Coin (USDC) or Tether (USDT) a during the Offering Period (as defined in “**Terms of the Offering**”); provided that the Company may elect to accept other forms of payment on an as-converted to USD basis in its sole discretion and subject to acceptance by the following financial institutions: Zero Hash LLC (“**ZeroHash**”) with respect to cryptocurrency payment services and Stripe, Inc. with respect to credit card processing services to the Offering. The Company

reserves the right to discontinue accepting any type of consideration in its sole discretion. The USD exchange rate for USDC or USDT other forms of payment shall be determined solely by the Company or its assignee or agent in accordance with reasonable and accepted market practices. Such currencies are subject to fluctuations in the rate of exchange and, in the case of digital assets, the exchange valuations. Such fluctuations may have an adverse effect on the value, price or returns of a purchase. Purchasers may receive a number of KOBAN Tokens rounded down to two (2) decimal places.

THE INTERESTS RECEIVED (IF ANY) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, OR ANY OTHER LAW OR REGULATION GOVERNING THE OFFERING, SALE OR EXCHANGE OF SECURITIES IN THE UNITED STATES OR ANY OTHER JURISDICTION. THIS OFFERING IS BEING MADE WITHIN THE UNITED STATES TO “ACCREDITED INVESTORS” (AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT). THE INTERESTS MAY NOT BE TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE AND FOREIGN SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

ANY TOKENS PURCHASED HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND HAVE BEEN ACQUIRED TO HOLD FOR THE LONG TERM AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. WHERE APPLICABLE, NO TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO UNLESS SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT.

IN NO EVENT SHOULD THE TOKENS BE UNDERSTOOD, DEEMED, INTERPRETED, OR CONSTRUED TO BE OR TO BE REPRESENTATIVE OF ANY KIND OF INVESTMENT (WHETHER SECURED OR UNSECURED), EQUITY, DEBT, OR RESIDUAL INTEREST, SHARE, OR SIMILAR INTEREST IN THE COMPANY.

THE COMPANY WILL NOT BE REQUIRED TO, NOR DO THEY CURRENTLY INTEND TO, OFFER TO EXCHANGE THE KOBAN TOKENS FOR ANY SECURITIES REGISTERED UNDER OR EXEMPT FROM THE SECURITIES ACT OF ANY OTHER LAW, OR REGISTER THE KOBAN TOKENS FOR RESALE UNDER THE SECURITIES ACT.

NO GOVERNMENTAL AUTHORITY IN GIBRALTAR OR ANY OTHER JURISDICTION HAS PASSED JUDGMENT UPON OR APPROVED THE TERMS OR MERITS OF THIS DOCUMENT.

A purchase of KOBAN Tokens involves a high degree of risk, including the risk of a total loss of principal, volatility and illiquidity. A prospective purchaser should thoroughly review the confidential information contained herein and the terms of the applicable Offering Documents and carefully consider whether a purchase of the KOBAN Tokens or receipt of KOBAN Tokens is suitable to such prospective purchaser’s financial condition and goals. See “Risk Factors” below.

Neither the U.S. Securities and Exchange Commission nor any government or state securities commission has approved or disapproved of this offering or passed upon the adequacy or accuracy of the information herein. Any representation to the contrary is a criminal offense.

THIS OFFERING IS MADE ONLY TO “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT WITHIN THE UNITED STATES IN JURISDICTIONS WHERE THE OFFER AND SALE OF THE KOBAN TOKENS IS PERMITTED UNDER APPLICABLE LAW. ONLY PERSONS OF ADEQUATE FINANCIAL MEANS WHO HAVE NO NEED FOR PRESENT LIQUIDITY WITH RESPECT TO THIS PURCHASE SHOULD CONSIDER PURCHASING THE KOBAN TOKENS IN ACCORDANCE WITH APPLICABLE LAW AND ON THE TERMS SET FORTH IN THE APPLICABLE OFFERING DOCUMENTS PROVIDED TO YOU IN CONNECTION HEREWITH BECAUSE: (I) A PURCHASE OF THE KOBAN TOKENS INVOLVES A NUMBER OF SIGNIFICANT RISKS (SEE “RISK FACTORS” BELOW); AND (II) NO MARKET FOR THE KOBAN TOKENS CURRENTLY EXISTS AND SUCH MARKET MAY NEVER EXIST.

FURTHER DISCLAIMERS

This Offering is being conducted on the platform found at <https://republic.com> (the “*Republic Platform*”), that is operated for the benefit of ODB (defined below). ODB is a registered FINRA/SEC broker dealer. ODB is not purchasing the KOBAN Tokens, as such KOBAN Tokens are being sold in this Offering (except as otherwise described in “Certain Relationships and Related-Party Transactions” herein) and is not required to sell any specific number or dollar amount of KOBAN Tokens in this Offering.

This Offering is being conducted on a “best efforts” basis and we may not be able to raise enough funds to fully implement our business plan, which may result in the loss of the entire investment of Purchasers.

This Offering is being conducted pursuant to Regulation D, 506(c) of the Securities Act and is only available to accredited investors, as defined by Rule 501 of the Securities Act, who are able to verify their accredited investor status.

NONE OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R (“*ODB*”) (NOR HAVE ANY OF THEIR AFFILIATES INVESTIGATED) THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. NONE OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R OR ANY OF THEIR RESPECTIVE AFFILIATES MAKE ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGEMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE CONNECTION OF EACH OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER. AN INVESTOR SHOULD HAVE KNOWLEDGE AND UNDERSTANDING OF SOPHISTICATED AND COMPLEX INVESTMENTS TO MAKE A SELF-DETERMINATION OR SEEK ADVICE ELSEWHERE. PLEASE REFER TO THE “RISK FACTORS” SECTIONS OF THE ASSOCIATED PRIVATE PLACEMENT STATEMENT. ODB MAY INVITE OTHER BROKER/DEALERS TO PARTICIPATE IN THIS OFFERING UNDER SIMILAR TERMS AND CONDITIONS.

NEITHER STRIPE, INC. (“*STRIPE*”), THE CREDIT CARD PROCESSOR, NOR ZERO HASH LLC (“*ZERHASH*”), THE CRYPTO CURRENCY PROCESSOR, HAS INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF PARTICIPATION IN THIS OFFERING OR THE INTERESTS OFFERED HEREIN. NEITHER STRIPE, ZERHASH, NOR ANY OF THEIR RESPECTIVE AFFILIATES, MAKE ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE INTERESTS OFFERED HEREIN. BOTH STRIPE’S AND ZERHASH’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

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CERTAIN NOTICES

This Private Placement Memorandum shall be maintained in strict confidence. Any reproduction or distribution of this Private Placement Memorandum, in whole or in part, or the disclosure of its contents, without the prior written consent of the Company, other than to a recipient's legal, tax, or investment advisors, is prohibited.

This Private Placement Memorandum has been prepared in connection with the Offering. Each Purchaser will be required to sign, execute, and deliver such documents as may be reasonably required by the Company to effect its purchase of KOBAN Tokens.

This Private Placement Memorandum contains a summary of the Offering, the Lucky Kat Ecosystem, the Takibi Protocol, the KOBAN Tokens, and certain other documents referred to herein. However, the summaries in this Private Placement Memorandum do not purport to be complete and are subject to and qualified in their entirety by reference to the actual text of the relevant Offering Documents, copies of which will be provided to each prospective purchaser on the Offering Platform. Each prospective purchaser should review the applicable Offering Documents, and such other documents for complete information concerning the rights, privileges, and obligations of Purchasers. If any of the terms, conditions, or other provisions of the Offering Documents or such other documents are inconsistent with or contrary to the descriptions or terms in this Private Placement Memorandum, such other documents shall control. The Company reserves the right to modify the terms of the Offering and the KOBAN Tokens described in this Private Placement Memorandum are offered subject to the Company's ability to reject any commitment in whole or in part.

Private Placement Memorandum contains a summary of the material terms of the Offering and the KOBAN Tokens. However, the Company reserves the right to modify the terms of the Offering, the TPAs and the KOBAN Tokens described in this Private Placement Memorandum, and the TPA's are offered subject to the Company's ability to reject any commitment in whole or in part.

The KOBAN Tokens have not been and will not be registered under the Securities Act, as amended, the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), or any United States state securities laws or the laws of any foreign jurisdiction.

No person has been authorized to make any statements concerning the Company or the delivery of the KOBAN Tokens discussed herein other than as set forth in this Private Placement Memorandum, the Republic Platform, or the Offering Platform, and any such statements, if made, must not be relied upon.

Prospective purchasers must make their own investigations and evaluations of the Lucky Kat Ecosystem and the KOBAN Tokens that will be delivered pursuant thereto, including the merits and risks involved in a purchase therein. Prior to any purchase, the Company will give prospective purchasers the opportunity to ask questions of and receive answers and additional information from it concerning the terms and conditions of this Offering and other relevant matters to the extent the Company possesses the same or can acquire it without unreasonable effort or expense. Prospective purchasers should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding and disposition of the KOBAN Tokens upon their delivery, and as to the income and other tax consequences to them of such acquisition, holding, and disposition.

By their participation in the Offering, Purchasers will be deemed to have agreed that their participation will constitute their representation, warranty, acknowledgment and agreement to all of the statements about Purchasers under the section titled "Notice to Purchasers." Potential Purchasers should carefully read that section of this Memorandum.

The Private Placement Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy, an interest in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the United States Securities and Exchange Commission (the "*Commission*" or "*SEC*") nor any other U.S. federal, state, or foreign regulatory authority has approved of this Offering. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Private Placement Memorandum, nor is it intended that the foregoing authorities will do so. Prospective purchasers are not to construe this Private Placement Memorandum as investment, legal, tax, regulatory, financial, accounting, or other advice, and this Private Placement Memorandum is not intended to provide the sole basis for any evaluation of a purchase of an interest. Prior to purchasing the KOBAN Tokens, a prospective purchaser should consult with its own legal, investment, tax, accounting, and other advisors to determine the potential benefits, burdens, and other consequences of such purchase.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Private Placement Memorandum contains estimates and forward-looking statements. All statements other than statements of historical fact are forward-looking statements. The words “may,” “might,” “will,” “could,” “would,” “should,” “expect,” “plan,” “anticipate,” “intend,” “seek,” “believe,” “estimate,” “predict,” “potential,” “continue,” “contemplate,” “possible,” and similar words are intended to identify estimates and forward-looking statements. Such forward-looking statements, including the intended actions and performance objectives of the Company and the KOBAN Tokens are based largely on current expectations and projections about future events and trends.

These forward-looking statements are subject to a number of known and unknown risks, uncertainties, assumptions, and other important factors, including those described under “Risk Factors”, that could cause the actual results, performance, or achievements of the Company or the KOBAN Token to differ materially from any future results, performance, or achievements expressed or implied by such forward-looking statements. Although we believe that the expectations reflected in our forward-looking statements are based on reasonable assumptions, actual outcomes could differ materially from those set forth or anticipated in our forward-looking statements. Factors that could cause our forward-looking statements to differ from actual outcomes include, but are not limited to those described under the section entitled “Risk Factors” and the following:

- the anticipated development, design, and growth of the Lucky Kat Ecosystem and the Takibi Protocol;
- regulatory developments and their effect on the Lucky Kat Ecosystem and Takibi Protocol, including our ability to stay in compliance with laws and regulations that currently apply or become applicable to our business or the Takibi Protocol, both in the U.S. and internationally;
- the ability of the Lucky Kat Ecosystem and the Takibi Protocol to develop a user base for its products and a successful business model;
- our future financial performance, including our expectations regarding our operating and research and development expenses and our ability to achieve and maintain future profitability;
- the impact of competition in our industry and innovation by our competitors;
- the anticipated trends, growth rates and challenges in our business and in the cryptocurrency market;
- our liquidity and working capital requirements;
- our ability to obtain additional working capital and raise additional financing;
- our anticipated growth and growth strategies and our ability to effectively manage that growth and effect these strategies;
- maintaining our relationships with third parties;
- our ability to adequately maintain, protect and enhance our intellectual property;
- the effect on our business of litigation to which we may become a party;
- our ability to maintain an effective system of internal controls necessary to accurately report our financial results and prevent fraud; and
- the estimates and estimate methodologies used in preparing our financial statements.

Moreover, new risk factors and uncertainties emerge from time to time, and it is not possible to predict all risk factors and uncertainties, nor is it possible to assess the impact of all of these risk factors or the extent to which any risk factor, or combination of risk factors, may cause actual results to differ materially from those contained in any forward-looking statements.

All forward-looking statements in this Private Placement Memorandum speak only as of the date thereof. The Company expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in its expectation with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

The Company cautions prospective purchasers that, although the Company believes that the assumptions on which any such forward-looking statements are based are reasonable, any of those assumptions, current expectations and projections could prove to be inaccurate and, as a result, the forward-looking statements also could be materially incorrect. Prospective purchasers are cautioned not to put undue reliance on forward-looking statements. The Company disclaims any intent or obligation to update publicly such forward-looking statements, whether as a result of new information, future events or otherwise. All forward-looking statements attributable to the Company or persons acting on its behalf are expressly qualified in their entirety by the cautionary statements and risk factors contained throughout this Private Placement Memorandum.

OVERVIEW

This overview highlights selected information that is presented in greater detail elsewhere in this Private Placement Memorandum. This overview does not contain all of the information you should consider before participating in the Offering contemplated by this Private Placement Memorandum. You should carefully read this Memorandum in its entirety before purchasing any KOBAN Tokens, including the sections titled “Risk Factors” and “Special Note Regarding Forward-Looking Statements.” Some of the statements in this Memorandum constitute forward-looking statements. See the section titled “Special Note Regarding Forward-Looking Statements.” Unless the context otherwise requires, the terms “the Company,” “we,” “us,” and “our” in this Private Placement Memorandum refer to the Company. Unless otherwise indicated herein, all references to the number of KOBAN Tokens set forth in this Private Placement Memorandum refers to the number of KOBAN Tokens that will be created in the initial minting processes.

Company, Lucky Kat Ecosystem and Takibi Protocol Overview

The Company

WAGMI Limited is a Gibraltar-based company, established in March 2022. The company is a wholly owned subsidiary of FunRock Development AB, which is itself wholly-owned by Fragbite Group AB (publ), a Swedish public company listed on Nasdaq First North Growth Market since 2021, active in gaming, esports and web3. WAGMI is the issuing entity for KOBAN, a utility token designed to power the Lucky Kat gaming ecosystem and, eventually, the Takibi Protocol. The company is a Virtual Assets Service Provider and has secured regulatory approval from the Gibraltar Financial Services Commission authorizing it to receive proceeds from tokenized digital asset sales on the Sui blockchain.

Lucky Kat Ecosystem

Lucky Kat Studios is an award-winning game development studio established in 2015 and based in the Netherlands. It has achieved over 250 million downloads across its mobile and web game portfolio. The studio specializes in casual, mid-core, and hyper-casual games across both Web2 and Web3 platforms.

Lucky Kat's flagship Web3 games include:

- Panzerdogs: A tank battle game with NFT integration
- Cosmocadia: A cozy farming simulation featuring customizable avatars and islands

These games form the foundation of Lucky Kat's Web3 ecosystem, with plans to transition portions of their successful Web2 portfolio (including games with millions of downloads like Road Crash, Ice Cream Roll, and Beat Street) to incorporate Web3 elements and KOBAN integration.

The Company employs a strategic monetization model that includes in-game purchases, NFT sales, tournament participation fees, and cross-game asset transfers, all designed to leverage fundamental game psychology to drive engagement and revenue.

Takibi Protocol

Takibi Protocol is a planned full-stack Web3 gaming infrastructure being developed by Lucky Kat Studios that aims to bridge Web2 and Web3 gaming experiences. The protocol will provide tools and services to help game developers integrate blockchain functionality without requiring deep blockchain expertise.

Key features of the Takibi Protocol include:

- Seamless Web3 integration capabilities for game developers
- Support for dynamic and mutable NFTs
- Anti-cheat protection
- Multiplayer and asset management tools
- Cross-game asset utility

The protocol's roadmap includes initial launch on the Sui blockchain, followed by expansion to multiple chains (EVM, Arbitrum, Avalanche, Solana, Aptos).

Terms of Offering

The Company plans to deliver KOBAN Tokens after the “*Token Integration Event*” or “*TIE*” defined as the date when the KOBAN Tokens are initially broadly publicly released by the Company for use within the Lucky Kat Ecosystem, if ever. It is anticipated that the Token Integration Event will occur on or before June 30 2025 (the “*Deadline Date*”). If there is no Token Integration Event on or before the Deadline Date, the Company shall repay Purchasers an amount equal to the Purchase Amount set forth in their applicable TPA (the “*Returned Purchase Amount*”), as soon as reasonably practicable after the Deadline Date, to the extent funds are available for such lawful repayment at that time. If there is an insufficient amount of capital available to refund Purchasers on the Deadline Date, the Company will repay Purchasers with equal priority and on a pro-rata basis among the TPA Purchasers based on the relative value of their respective Purchase Amount on the date of receipt by the Company of such Purchase Amount. See “Use of Proceeds” below for further discussion of the Company’s use of any capital raised in the offering.

In connection with this Offering, we are offering you and certain other prospective purchasers the opportunity to purchase KOBAN Tokens on the terms and conditions set forth under “Terms of the Offering”. This Offering is made only to persons who can demonstrate (in a manner acceptable to the Company) their status as “accredited investors” under U.S. federal securities laws via the sale website at <https://republic.com/wagmi>. The Company may terminate such sales at any time prior to the sale of any and all KOBAN Tokens in its sole discretion.

The Terms of this Offering, including the applicable delivery restrictions, are set forth under the section titled “Terms of the Offering.”

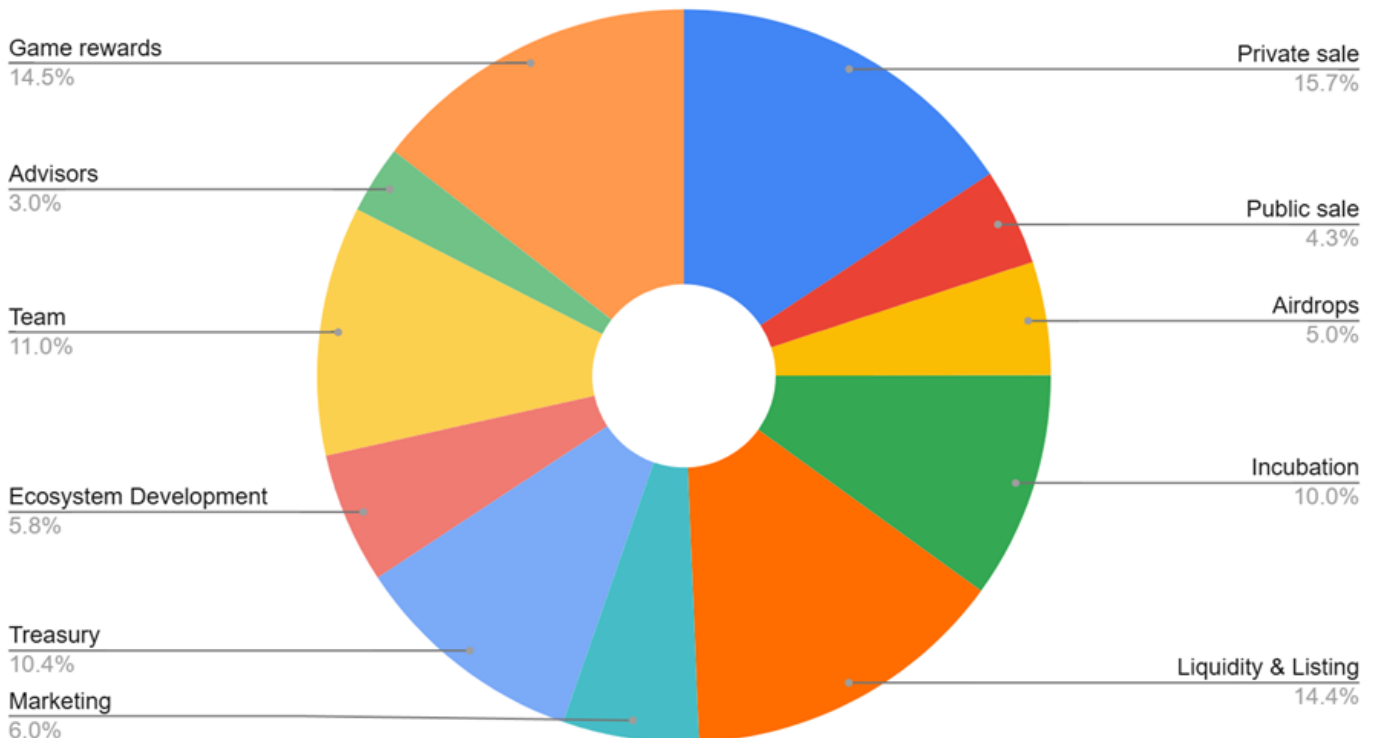
Token Distribution

An initial supply of 2,500,000,000 KOBAN Tokens will be created in the initial minting processes, see “Description of the KOBAN Token” below.

Distribution Schedule

The distribution schedule for the KOBAN Tokens at or subsequent to the Token Integration Event is described below*.

Allocation



***Percentages are rounded up or down to the nearest tenth of a percentage point**

Private Sales. A total number of 392,642,860 KOBAN Tokens, equal to 15.71% of the initial network supply of the KOBAN Tokens, is allocated to seed, strategic, private round and KOL contributors for financing R&D works related to the development of the WAGMI Platform. KOBAN Tokens under this distribution category are subject to varying lock-up schedules.

Public Sales. A total of 106,750,000 KOBAN Tokens, equal to 4.27% of the initial network supply, is allocated to investors across multiple fundraising rounds per the below:

- **Community Pre Sales (Republic - Regulation D).** A total number of 1,100,000 KOBAN Tokens, equal to 0.04% of the initial network supply of the KOBAN Tokens, is allocated to pre-sales for the Republic Sale (Regulation D) below. Tokens under this distribution category are subject to varying delivery restrictions and lock-up schedules.
- **Republic Sale (Regulation D).** A total number of 10,199,495 KOBAN Tokens, equal to 0.41% of the initial network supply of the KOBAN Tokens, is allocated for sales to certain contributors in the Republic Sale (Regulation D). KOBAN Tokens under this distribution category are subject to varying delivery restrictions and lock-up schedules.
- **Community Pre Sales (Republic - Concurrent Offering).** A total number of 4,400,000 KOBAN Tokens, equal to 0.18% of the initial network supply of the KOBAN Tokens, is allocated to pre-sales for the Republic Sale (Concurrent Offering). KOBAN Tokens under this distribution category are subject to varying delivery restrictions and lock-up schedules.
- **Republic, DAO Maker and Other Sales (Concurrent Offerings).** A total number of 66,050,505 KOBAN Tokens, equal to 2.64% of the initial network supply of the KOBAN Tokens, is allocated to certain contributors for concurrent sales to be conducted on Republic, DAO Maker, a token offering platform, under Regulation S. KOBAN Tokens under this distribution category are subject to varying delivery restrictions and lock-up schedules.
- **Other Public Sales.** A total number of 25,000,000 KOBAN Tokens, equal to 1% of the initial network supply of the KOBAN Tokens, will be allocated to supplementing the Republic Sales or future public sales following the Token Integration Event. Tokens under this category may be subject to delivery restrictions.

Advisors. A total number of 75,000,000 KOBAN Tokens, equal to 3.00% of the initial network supply of the KOBAN Tokens, are allocated to advisors to the Company. KOBAN Tokens under this distribution category are subject to varying vesting schedules.

Liquidity & Listings: A total number of 359,232,140 KOBAN Tokens, equal to 14.37% of the initial network supply of the KOBAN Tokens, are reserved for listing on centralized exchanges. KOBAN Tokens under this distribution category may be subject to varying delivery restrictions and lock-up schedules.

Team. A total number of 275,000,000 KOBAN Tokens, equal to 11.00% of the initial network supply of the KOBAN Tokens, are allocated to incentivize the team. KOBAN Tokens under this distribution category are subject to varying vesting schedules.

Treasury/ Company Reserve: A total number of 259,375,000 KOBAN Tokens, equal to 10.38% of the initial network supply of the KOBAN Tokens, are allocated to unanticipated costs and emergency fund uses. KOBAN Tokens under this distribution category are subject to varying lock-up schedules.

Ecosystem Development. A total number of 144,500,000 KOBAN Tokens, equal to 5.78% of the initial network supply of the KOBAN Tokens, are allocated to advancing research and development efforts for the Company. KOBAN Tokens under this distribution category are subject to varying lock-up schedules.

Airdrops: A total number of 125,000,000 KOBAN Tokens, equal to 5.00% of the initial network supply of the KOBAN Tokens, are allocated to reward and incentivize the community. KOBAN Tokens under this distribution category are subject to varying lock up schedules.

Incubation: A total number of 250,000,000 KOBAN Tokens, equal to 10.00% of the initial network supply of the KOBAN Tokens, is allocated to holders who lock their tokens to secure the data processing protocol. KOBAN Tokens under this distribution category are subject to varying lock-up schedules.

Marketing: A total number of 150,000,000 KOBAN Tokens, equal to 6.00% of the initial network supply of the KOBAN Tokens, are for marketing efforts. KOBAN Tokens under this distribution category are subject to varying lock-up schedules.

Game Rewards. A total number of 362,500,000 KOBAN Tokens, equal to 14.50% of the initial network supply of the KOBAN Tokens, are allocated to gaming rewards. KOBAN Tokens under this distribution category are subject to vesting schedules.

Initial Launch of the KOBAN Tokens

The Company expects to enter into TPAs on an ongoing basis through the Offering Period. The Company is targeting a Token Integration Event on or before the Deadline Date.

Overview of Transfer Restrictions Discussed in this Memorandum

This Memorandum describes the legal and contractual transfer restrictions applicable to the KOBAN Tokens. Purchasers should carefully review this Memorandum, including the transfer restrictions described under “Notice to Purchasers”. Purchasers should consult with their own legal and financial advisors regarding the transfer restrictions to which they will be bound. The summary below is intended to provide a summary overview of applicable transfer restrictions and are qualified by reference to the transfer restrictions set forth under “Notice to Purchasers”.

TERMS OF THE OFFERING

The summary below describes the principal terms of the KOBAN Tokens and the Offering. Certain of the terms and conditions described below are subject to important limitations and exceptions. Prospective purchasers should review the entirety of the document to be entered into in connection with the Offering. The summary below is qualified in its entirety by reference to the actual text of the form of the applicable Offering Document.

<i>Issuer/Seller:</i>	WAGMI Limited, a Gibraltar private limited liability company.
<i>TPAs:</i>	The expected number of KOBAN Tokens to be sold in this Offering is 11,299,495 KOBAN Tokens, which the Company has the ability to increase or decrease in its sole discretion, all of which will be paid out from the Republic Sale (Regulation D) allocation. The total amount of KOBAN Tokens allocated for public sale is 106,750,000 and can be sold by the Company in its sole discretion through the Republic Sale and through other platforms, including digital asset exchanges.
<i>Purchaser Qualifications:</i>	Each Purchaser must be an “Accredited Investor”, as defined in Regulation D under the Securities Act and must meet the verification standards through the methods set forth in the Regulation D Rule 506(c) Investor Verification Standards contained in this Private Placement Memorandum.
<i>Offering Size:</i>	US \$222,641 subject to increase dependent on demand.
<i>Period of Offering:</i>	April 16, 2025, at 9:00 am Eastern Standard Time (“ <i>EST</i> ”) through April 21, 2025, at 12:00 am Pacific Standard Time (“ <i>PST</i> ”) (the “ <i>Offering Period</i> ”). Community Pre-Sale or “Allowlist” purchasers are eligible to participate in this Offering starting on April 14, 2025, at 9:00 am EST. The Company reserves the right to reject any payments not made within the Offering Period. The Offering Period may be extended or shortened by the Company in its sole discretion by posting a Memorandum supplement on the Offering Website.
<i>Fulfillment Price:</i>	<p>Purchaser may purchase TPAs through the following options (and note that the Company may increase or decrease the initial supply of any option at its discretion, meaning that the ultimate number of KOBAN Tokens available for purchase may be higher or lower than the amount displayed below):</p> <p><u>Community Pre Sale (“Allowlist”) Regulation D Offering</u> Price: US\$0.01881/KOBAN Token Maximum per Purchaser wallet: \$5,000 Delivery Restrictions: The KOBAN Tokens will be released after the expiration of the twelve (12) month period following the completion of the Offering as described below in “Delivery of KOBAN Tokens”. Maximum Supply: 1,100,000 KOBAN Tokens</p> <p><u>Regulation D Offering</u> Price: US\$0.0198/KOBAN Token Delivery Restrictions: The KOBAN Tokens will be released after the expiration of the twelve (12) month period following the completion of the Offering as described below in “Delivery of KOBAN Tokens”. Maximum Supply: 10,199,495 KOBAN Tokens</p>

Restricted and Unlock Period:

Prior to the expiration of the one-year period following the TPA purchase (the “Restricted Period”), the Purchaser will not offer, sell, pledge, or otherwise transfer the TPA or KOBAN Tokens, unless, where applicable in compliance with securities laws, including Securities Act Rule 144. Following the Restricted Period, the KOBAN Tokens will be subject to a 3 month linear unlock schedule.

Subscription Amounts:

The minimum subscription amount is \$100.00 and the maximum subscription amount is \$300,000.00. Pre-Sale purchases will be limited to \$5,000 per Purchaser wallet. Such amounts may be modified by the Company in its sole discretion.

Delivery of KOBAN Tokens:

After the completion of this Offering, to the extent all applicable Know-Your-Customer/Anti-Money Laundering (“**KYC/AML**”) or Know-Your-Business (“**KYB**”) screening process has been completed by ODB and all contributions pursuant to this Offering have been collected, if there is a Token Integration Event, on or before the Deadline Date (as defined herein), KOBAN Tokens will be delivered to a Sui compatible wallet address designated by each Purchaser in the TPA after the expiration of the twelve (12) month period following the completion of the Offering and further subject to a 3 month linear unlock schedule. Sui wallets are the **only** wallets compatible with and able to receive the KOBAN Tokens; however the KOBAN Tokens can be wrapped on EVM compatible wallets.

Token Exchange:

Following the Token Integration Event, a Purchaser of TPAs will receive KOBAN Tokens, subject to terms and conditions of the TPA (the “**Token Exchange**”).

Means of Purchase:

Purchasers must access the Offering Platform at <https://republic.com/lucky-kat> and be subject to the Offering Documents.

Form of Payment for TPA:

The Purchase Amount can be paid in US dollars (via credit card), USD Coin (USDC), or Tether (USDT). The US dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth in the TPA. Purchases through Stripe will incur a total fee of approximately 2.7%-3.8% plus an additional \$0.36 per transaction. Purchases in USDC or USDT through ZeroHash will incur a total fee equal to the greater of \$2,500 (minimum fee) or 0.1% of the total payment volume. The above fees for Stripe and ZeroHash will ultimately be borne by the Company. ODB charges a two and one-half percent (2.5%) administrative fee for payments made via credit card, on the gross principal transaction with a minimum fee of \$5 and a maximum fee of \$250. The fee is added to the total amount of the investment at checkout. Purchasers in the offering will not have the right to revoke their purchase at any time. If a purchase is rejected for any reason, it will be refunded without interest or deduction save any applicable fees. Purchasers will follow instructions for completing payment when making their purchase via the Offering Platform that is operated by ODB for the benefit of the Offering.

Cryptocurrencies and digital assets received in connection with purchases pursuant to this Offering are directed to an account maintained by the Company. If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC or USDT, and such refunds will be based upon the USD-denominated value of the Purchase Amount only, regardless of the type and amount of the approved cryptocurrency

or digital assets paid, or any volatility in their prices, and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their subscription at any time. Gas costs and miner fees paid in the original subscription will not be refunded. For all accepted purchases, the Company will bear the cost of any gas costs and/or other fees to deliver the tokens to the Purchaser.

If a purchase is rejected for any reason, including if ODB is unable to verify the KYC of the Purchaser, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC or USDT (in accordance with the form of initial payment), and such refunds will be based upon the USD-denominated value of the Purchase Amount only and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds, which are paid to validators on a blockchain network, will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their subscription at any time. The ODB administrative fee paid in the original subscription will not be refunded. See page [31](#) for refunds that pertain to ZeroHash.

*Examples of Fees Incurred During
Purchase of KOBAN Tokens:*

Below are examples of how fees may impact the total purchase price paid by Purchaser for KOBAN Tokens:

Example 1: Purchaser wants to purchase 6,000 KOBAN Tokens at \$0.01881 per KOBAN Token using a credit card. The purchase price will be \$112.86. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of 2.5% or \$5—here, it will be \$5 for this transaction because 2.5% is lower, meaning the Purchaser will pay \$117.86 total for the 6,000 KOBAN Tokens. Note that this total is independent of any fee that the Purchaser’s financial institution may impose on the method of payment, e.g., a credit card fee.

Example 2: Purchaser wants to purchase 15,000 KOBAN Tokens at \$0.0198 per KOBAN Token using a credit card. The purchase price will be \$297. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of 2.5% or \$5—here, it will be 2.5% for this transaction because \$5 is lower, meaning the Purchaser will pay \$304.43 total for the 15,000 KOBAN Tokens. Note that this total is independent of any fee that the Purchaser’s financial institution may impose on the method of payment, e.g., a credit card fee.

Example 3: Purchaser wants to purchase 45,000 KOBAN Tokens at \$0.0198 per KOBAN Token using cryptocurrency. The purchase price will be \$891. Purchaser will not incur an administrative fee from ODB for payments made via cryptocurrency. Note that this total is independent of any gas fees that may be incurred if the Purchaser pays via cryptocurrency.

Dissolution Event:

Any of the following events shall be deemed to be a “**Dissolution Event**”: (i) a voluntary termination of the operations of the Company, (ii) a general assignment of all or substantially all the Company’s assets for the benefit of the Company’s creditors, or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

Upon the occurrence of either (a) a Dissolution Event prior to the Deadline Date, or (b) the transfer of any KOBAN Tokens purchased hereunder pursuant to the Restricted Period, the Company shall pay, after the payment of all other creditors, the Returned Purchase Amount due and payable to the Purchaser immediately prior to, or concurrent with, the occurrence of the Dissolution Event, to the extent funds are lawfully available and prior to paying any amounts to any equity holders of the Company. If immediately prior to the occurrence of the Dissolution Event, the assets of the Company that remain lawfully available for payment to the Purchaser and all holders of all other TPAs (collectively, the “*TPA Parties*”), as determined in good faith by the Company’s management, are insufficient to permit the payment to the TPA Parties of their respective Returned Purchase Amounts, then the remaining assets of the Company lawfully available for payment shall be paid with equal priority and pro rata among the TPA Parties based on the relative value (in the Purchase Price currency of the Tokens as set out herein) of each TPA Party’s respective Purchase Amount on the date of receipt by the Company of such Purchase Amount and calculated by reference, as applicable, to the applicable exchange rate as at such date (and the claims of the Purchaser against the Company shall abate accordingly and any further claims of the Purchaser on the Company shall be extinguished). The Company will make commercially reasonable efforts but shall not be required to pay the Returned Purchase Amount to the Purchaser in the original currency of the Purchase Amount.

Documentation:

In order to complete the closing process in this Offering, each Purchaser will be required to complete such documentation as may be requested by ODB on behalf of the Company, which may include, without limitation: (1) the execution and delivery of a TPA; (2) completion of Purchaser qualification requirements (such as accreditation status verification, if applicable); (3) completion of KYC/AML or KYB (if applicable) screening requirements; and (4) confirmation by ODB of receipt of funds by Stripe or ZeroHash (collectively, the “*Closing Requirements*”).

Governing Law

The TPAs and the underlying KOBAN Tokens will be governed by the law of Gibraltar.

Use of Proceeds:

See “[Use of Proceeds](#)”.

Republic Service Providers:

The cash fee paid to ODB from the proceeds of this Offering and the Concurrent Offering will be the greater of \$12,000 or six percent (6.0%) of the dollar value of the Securities issued to Investors. The Issuer will also pay ODB a securities commission equivalent to 2% of the dollar value of the Interests.

Thus, a purchase of \$1,000 in this Offering would result in approximately \$920 to the Company, \$60 in cash commission to ODB, and \$20 in securities commission to ODB.

In addition to the cash and securities commissions, the Issuer has previously paid a \$35,000 Business Advisory Services fee.

Neither the Memorandum nor the TPA creates any obligations in respect of these commissions and fees, which are covered in the relevant negotiated engagement agreement and/or advisory agreement (as the case may be). Neither ODB nor any of its affiliates have independently verified any of the information provided or make any assurances as to the completeness, accuracy or reliability of any such information provided by the Company.

RISK FACTORS

A purchase of KOBAN Tokens involves a high degree of risk. You should consider carefully the risks described below, together with all of the other information contained in this Private Placement Memorandum and the Offering Documents, before making a decision to participate in this Offering. The following risks entail circumstances under which the Lucky Kat Ecosystem and the Takibi Protocol, the KOBAN Tokens, and their related operations and prospects could suffer. They may also be harmed by additional risks and uncertainties not currently known or that we currently do not believe to be material.

UNLESS EXPRESSLY SET OUT HEREIN, THE COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE INFORMATION MATERIALS, THE KOBAN TOKENS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT KOBAN TOKENS ARE RELIABLE, CURRENT, OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE KOBAN TOKENS WILL BE CORRECTED. THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT KOBAN TOKENS OR THE DELIVERY MECHANISM FOR THE KOBAN TOKENS IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

A significant amount of further work may be required in order for the Company to fully integrate the KOBAN Tokens into the Lucky Kat Ecosystem and the Takibi Protocol. Much of that work may be subject to regulatory approval and otherwise reliant on the input or consent of other persons not under the control of the Company. The success of the KOBAN Tokens is reliant upon the Company: (i) raising sufficient resources to fund the ongoing development of the KOBAN Tokens; and (ii) complying with ongoing funding, reserve and/or regulatory requirements (as relevant) related to the proposed creation and operation of the KOBAN Tokens (collectively, the “**Regulatory and Funding Requirements**”).

There is a significant risk that the KOBAN Tokens are not developed as envisaged herein. The Company, in the sole and absolute discretion of the management, reserves the right to modify, extend, reduce, eliminate, add and/or substitute the scale, scope, business lines, operations, and any other characteristics of the KOBAN Tokens in order to address any actual or perceived commercial, legal, regulatory or other matters that the management, in its sole and absolute discretion, considers relevant at any time.

The Company may issue KOBAN Tokens even if there are material changes to the scale, scope, business lines, operations, and any other characteristics of the KOBAN Tokens or the Lucky Kat Ecosystem or if the Company or its affiliates have not satisfied (or are unlikely to satisfy) any regulatory and funding requirements or any other regulatory, commercial or legal requirements with respect to the KOBAN Tokens. No promises of future performance or value are or will be made with respect to the KOBAN Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that the KOBAN Tokens will hold any particular value.

The Company is developing the KOBAN Tokens to be used with respect to the Lucky Kat Ecosystem and the Takibi Protocol. Subject to applicable law and the cautionary statements and risk factors contained in Private Placement Memorandum, upon the KOBAN Token Integration Event, the Lucky Kat Ecosystem will accept any duly presented KOBAN Tokens in exchange for privileges and other benefits related to such KOBAN Tokens from time to time within the Lucky Kat Ecosystem.

The precise terms of the privileges and other benefits of the KOBAN Tokens will be determined by the Company as the owner of the Lucky Kat Ecosystem in its sole and absolute discretion from time to time. Such privileges and benefits will initially be determined by such person on or around the KOBAN Token Integration Event and may be amended thereafter at any time and without notice to, or consent from, any holder of KOBAN Tokens. Any such determination or amendment shall not be a breach of the terms of this Offering.

The KOBAN Tokens are provided on an “as is” and “as available” basis, without warranty of any kind, either expressed or implied, including, without limitation, warranties that the KOBAN Token is free of defects, vulnerabilities, merchantable, fit for a particular purpose or non-infringing. Any use of the KOBAN Tokens shall be at your own risk. In no event shall the Company be held liable in connection with or for any claims, losses, damages, or other liabilities, whether in contract, tort, or otherwise, arising out of or in connection with the KOBAN Tokens or its operation or use or be under any obligation to support, develop or otherwise maintain or promote the use of the Lucky Kat Ecosystem and the Takibi Protocol or the integration of the KOBAN Tokens into the Lucky Kat Ecosystem and the Takibi Protocol.

While the KOBAN Tokens are available only to contributors that are not Prohibited Persons there is the possibility that KOBAN Tokens could be acquired over time or following changes in the regulatory landscape by persons in other jurisdictions currently restricted from acquiring KOBAN Tokens and, accordingly, the risk factors set out below may include certain risk factors specific to certain jurisdictions even though the Company will not at present make the KOBAN Tokens available at this time to persons from such jurisdictions.

BY PARTICIPATING IN ANY ACQUISITION OF TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME ALL RISKS RELATED THERETO INCLUDING (WITHOUT LIMITATION) THE RISKS SET OUT BELOW.

No Guarantee that KOBAN Tokens Will be Released. Many factors could influence the success of the Company and the KOBAN Tokens, some of which are out of the Company's control, and there can be no guarantee that the Company will ultimately be successful in deploying and delivering the KOBAN Tokens. The Company may change its plans for issuing the KOBAN Tokens for a variety of reasons, including a change in business plan, technological challenges, lack of perceived demand, or other reasons. Finally, if the Company ceases operations, agrees to assign its assets and liabilities to a third-party for the benefit of creditors in the case of insolvency, or engages in a liquidation or winding up, it may never issue the KOBAN Tokens. If the Token Integration Event does not occur or for other reasons the Company does not issue the KOBAN Tokens as planned, Purchasers will not receive some or all of their KOBAN Tokens. The Company has sole discretion to determine when, or if, the Token Integration Event occurs.

No Guarantee on When or if the Token Integration Event Will Occur. There are no guarantees as to the timing (if ever) of the Token Integration Event or the release of the KOBAN Tokens, each of which is dependent on many factors, including many outside the Company's control.

Risk of Losing Access to KOBAN Tokens Due to Wallet Incompatibility. Your cryptocurrency wallet must be compatible and possess technical infrastructure that is compatible with the receipt, storage, and transfer of the KOBAN Tokens. Sui wallets are compatible with KOBAN Tokens, but the KOBAN tokens can be wrapped in EVM wallets. Non-compatible wallet addresses will not be accepted, and any attempt to transfer KOBAN Tokens to a non-compatible wallet address may result in the loss of such KOBAN Tokens. In addition, your wallet address must not be associated with a third-party exchange or service that has custody over the private key. The Company reserves the right to prescribe additional conditions relating to specific wallet requirements at any time, acting in its sole discretion.

Risks Associated with the Blockchain Platforms. Any malfunction, breakdown, abandonment, unintended function, unexpected functioning of, or attack on the platform upon which the KOBAN Tokens are issued may have an adverse effect on the KOBAN Tokens, including causing them to malfunction or function in an unexpected or unintended manner.

Risks Associated with the Overarching Blockchain Industry in Which the Lucky Kat Ecosystem and the Takibi Protocol Operates. The growth of the blockchain industry in general, is subject to a high degree of uncertainty regarding consumer adoption and long-term development. The factors affecting the further development of the cryptocurrency and cryptoassets industry, as well as blockchain networks, include without limitation, the worldwide growth in the adoption and use of digital assets and other blockchain technologies; governmental and quasi-governmental regulation of digital assets and their use, or restrictions on or regulation of access to and operation of blockchain networks or similar systems; the maintenance and development of the open source software protocol of blockchain networks; changes in consumer demographics and public tastes and preferences; the availability and popularity of other forms or methods of buying and selling goods and services, or trading assets including new means of using government-backed currencies or existing networks; the extent to which current interest in cryptocurrencies represents a speculative "bubble"; general economic conditions in the United States and the world; the regulatory environment relating to cryptocurrencies and blockchains; and a decline in the popularity or acceptance of cryptocurrencies or other blockchain-based tokens. The digital assets industries as a whole have been characterized by rapid changes and innovations and are constantly evolving. Although they have experienced significant growth in recent years, the slowing or stopping of the development, general acceptance and adoption, and usage of blockchain networks and blockchain assets may deter or delay the acceptance and adoption of the KOBAN Tokens.

Risks Associated with Your Credentials. Any third-party that gains access to or learns of your wallet login credentials or private keys may be able to dispose of your KOBAN Tokens. To minimize this risk, you should guard against unauthorized access to your electronic devices. Best practices dictate that you safely store private keys in one or more backup locations geographically separated from the working location. In addition, you are responsible for giving us the correct wallet address to which to send your KOBAN Tokens. If you give us the incorrect address to which to send your KOBAN Tokens, we are not responsible for any loss of KOBAN Tokens that may occur.

Purchasers are Responsible for Securing and Maintaining their Private Keys and Otherwise Following Cybersecurity Best Practices. Failure to do so May result in the Loss of all the Purchaser's KOBAN Tokens. The KOBAN Token balances are associated with the Purchasers' respective wallets with the Purchasers' respective token public keys, which in turn are associated with Purchasers' specific token private keys. Each Purchaser is responsible for knowing such Purchaser's private key and keeping it safe and a secret. A private key, or a combination of private keys, is necessary to control and use KOBAN Tokens stored in a digital wallet or vault. The loss of one or more of a Purchaser's private keys associated with such Purchaser's digital wallet or vault storing the KOBAN Tokens will result in the loss of the Purchasers' KOBAN Tokens. The Company will never ask for Purchasers' private keys, and Purchasers should never share any private keys with anyone. Further, the Purchaser is responsible for becoming and staying educated on best practices for securely keeping private keys, protecting any relevant personally identifiable information, and on cybersecurity best practices more generally. Holders of cryptoassets can be targeted by hackers in many ways which are out of our control. Holders' private keys can also be stolen. Any third-party that gains access to one or more of Purchaser's private keys, including by gaining access to login credentials of a hosted wallet service used by the Purchaser, may be able to misappropriate Purchaser's KOBAN Tokens. The Company has no control over such attacks and cannot stop hackers from stealing private keys of users. The Company will further accept no liability and will not reimburse the Purchaser for any theft of private keys or any malfunction of wallet software. As a result, any loss of the Purchaser's KOBAN Tokens due to such theft or malfunction or unauthorized use of any private keys may be final and result in the complete loss of the Purchaser's KOBAN Tokens purchased hereunder.

Risk of Unfavorable Regulatory Action in One or More Jurisdictions. Blockchain technologies and cryptographic tokens have been the subject of scrutiny by various regulatory bodies around the world. Blockchain technology allows new forms of interaction, and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology-based applications, which regulations may be contrary to the current setup of the KOBAN Tokens or their associated smart contract system and, therefore, may result in substantial modifications to the KOBAN Tokens and such smart contract systems, including its termination and the loss of KOBAN Tokens.

The regulatory status of cryptographic tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulations with respect to such technology and its applications, including specifically (but without limitation to) the Lucky Kat Ecosystem, the Takibi Protocol, and KOBAN Tokens. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including specifically (but without limitation to) the KOBAN Tokens. Regulatory actions could negatively impact the KOBAN Tokens in various ways, including, for purposes of illustration only, through a determination that Tokens are a regulated financial instrument that requires registration, licensing, recordkeeping, reporting, or restriction. The Company may cease operations in a jurisdiction if regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. The functioning of the KOBAN Tokens could be impacted by any regulatory inquiries or actions, including restrictions on the use, sale, or possession of digital tokens like the KOBAN Tokens, which restrictions could impede, limit, or end the development of the KOBAN Tokens and increase legal costs.

The cryptocurrency exchange market, the token listing and trading market, initial coin offerings, and by extension the KOBAN Tokens, are or may be subject to a variety of federal, state, and international laws and regulations, including those with respect to KYC/AML and customer due diligence procedures, privacy and data protection, consumer protection, data security, foreign exchange controls money transmission, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the KOBAN Tokens could be enacted, which could impact the utility of the KOBAN Tokens on the Takibi Protocol and within the Lucky Kat Ecosystem. Additionally, users of the Lucky Kat Ecosystem are subject to or may be adversely affected by industry-specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the KOBAN Tokens, including the utility of KOBAN Tokens with respect to the Lucky Kat Ecosystem and the Takibi Protocol, including any applications that are built in connection with the Lucky Kat Ecosystem and the Takibi Protocol. The Company may need to obtain approvals from one or more governmental authorities and there is a risk that securing such approvals may delay or prevent the Token Integration Event, the development of the KOBAN Tokens and/or the Company's ability to issue the KOBAN Tokens.

Risk of Changes to Gibraltar Financial Services Commission Registration Status. The Company has obtained registration from the Gibraltar Financial Services Commission (GFSC) to undertake activities related to receiving proceeds from the sale of tokenized digital assets. While this registration provides some regulatory clarity, it does not eliminate regulatory risks in other jurisdictions. Changes in Gibraltar's regulatory approach could impact operations, and the registration status with GFSC does not necessarily ensure compliance with regulations in other jurisdictions where token holders may reside.

Risk of Complications from Multi-Jurisdictional Corporate Structure. The Company is a Gibraltar-registered company that is wholly -owned by Fragbite Group AB, a publicly traded Swedish company. This multi-jurisdictional corporate structure may create regulatory compliance challenges, particularly as crypto regulations evolve differently across jurisdictions. The relationship between WAGMI Limited, Lucky Kat B.V. (a Dutch company), and Fragbite Group AB creates potential complexities in determining which entity bears ultimate responsibility for various aspects of the KOBAN token offering.

Risk of Non-Compliance with Ongoing Regulatory Obligations. The Company must comply with ongoing regulatory obligations in Gibraltar, including promptly notifying the GFSC of any changes to the firm's registration, such as changes in shareholding, controllers, officers, business model, or AML/CFT internal controls. Failure to meet these obligations could result in regulatory sanctions or the loss of registered status.

We are not Licensed to Conduct a Virtual Currency Business in New York and do not Currently Intend to Become Licensed in any Other State. We Have Taken the Position that the New York's BitLicense Regulatory Framework does not apply to our Offer and Sale of the Interests. It is possible, however, that the New York State Department of Financial Services could disagree with our Position. We are not licensed to conduct a virtual currency business in New York or any other state. We have, however, taken the position that the State of New York's BitLicense Regulatory Framework does not apply to the offering or operation of the Lucky Kat Ecosystem or the offer and sale of the Interests.

It is possible that the New York State Department of Financial Services could disagree with our position. If we were deemed to be conducting an unlicensed virtual currency business in New York, we could be subject to significant additional regulation and/or regulatory consequences and/or be required to no longer make the Lucky Kat Ecosystem or the Interests available in New York or to New York residents. Other states may take a similar position in the future. Any of these outcomes may negatively affect KOBAN Tokens, including its further development, or the value of the KOBAN Tokens and/or could cause us to cease operations in New York or any other states requiring a license for our activity.

We are not Licensed as a Money Transmitter under State Law or Registered as a Money Services Business under Federal Law, and our business may be adversely affected if we are required to do so. We believe that we are not a money transmitter under state law or a money services business under federal law in the United States when we offer the Takibi Protocol to developers. Further, we do not generally or specifically target U.S. Persons (as defined under the Securities Act) or residents to be users of the KOBAN Tokens. If we were deemed to be a money transmitter under state law and/or money services business under federal law, we would be subject to significant additional regulation and costs. This could lead to significant changes with respect to operations of the Lucky Kat Ecosystem, the Takibi Protocol, the KOBAN Tokens, suspensions in the operation of the Lucky Kat Ecosystem, the Takibi Protocol, the KOBAN Tokens or certain of its components, changes in how the KOBAN Tokens are structured, changes in how they are issued and other regulatory or business consequences and would greatly increase our costs in creating and facilitating transactions of the KOBAN Tokens. It could also lead to a decrease in value of KOBAN Tokens. In addition, a regulator could take action against us if it views our activity regarding the Takibi Protocol or the KOBAN Tokens as a violation of existing law. Any of these outcomes would negatively affect the value of the KOBAN Tokens and/or could cause the Company to cease operations in certain states or nationwide.

Risk of KOBAN Tokens Being Deemed a Futures Contract or Swap. Given the time period between the close of this Offering and delivery of the KOBAN Tokens, there is a risk that any deferred delivery arrangement involving a commodity could be viewed as a futures contract or swap transaction under U.S. commodities laws. We believe that this risk is generally a latent one that is mitigated by the Company's obligation to deliver KOBAN Tokens shortly after the Token Integration Event to Purchasers who represent and warrant that they are Takibi Protocol users not purchasing with speculative intent and who are otherwise prohibited from transferring the KOBAN Tokens before the KOBAN Token is launched.

Risk of Litigation and/or Third-Party Claims. From time to time, third parties may assert claims against the Company, its developers, and/or its underlying technology. Regardless of the merit of any legal action or claim, any action that reduces confidence in the Company's long-term viability or the ability of individuals to hold and transfer KOBAN Tokens may adversely affect the Lucky Kat Ecosystem and the Takibi Protocol. Additionally, a meritorious claim could prevent developers from accessing the most up-to-date protocol code or holding or transferring their KOBAN Tokens.

Risk of Alternative, Unofficial Platforms. Following the issuance of the KOBAN Tokens, it is possible that alternative applications or platforms could be established, which use the same or similar open-source code and protocol underlying the KOBAN Tokens. The KOBAN Tokens may have no intrinsic value with respect to such alternative applications. The KOBAN Tokens may compete with these alternative, unofficial token-based applications, which could potentially negatively impact the KOBAN Tokens.

We rely on various intellectual property rights in order to operate our business. The Company's intellectual property rights may not be sufficiently broad or otherwise may not provide us a significant competitive advantage. In addition, the steps that we have taken to maintain and protect our intellectual property may not prevent it from being challenged, invalidated, circumvented

or designed-around, particularly in countries where intellectual property rights are not highly developed or protected. In some circumstances, enforcement may not be available to us because an infringer has a dominant intellectual property position or for other business reasons, or countries may require compulsory licensing of our intellectual property. Our failure to obtain or maintain intellectual property rights that convey competitive advantage, adequately protect our intellectual property or detect or prevent circumvention or unauthorized use of such property, could adversely impact our competitive position and results of operations. We also rely on nondisclosure and noncompetition agreements with employees, consultants and other parties to protect, in part, trade secrets and other proprietary rights. There can be no assurance that these agreements will adequately protect our trade secrets and other proprietary rights and will not be breached, that we will have adequate remedies for any breach, that others will not independently develop substantially equivalent proprietary information or that third parties will not otherwise gain access to our trade secrets or other proprietary rights. As we expand our business, protecting our intellectual property will become increasingly important. The protective steps we have taken may be inadequate to deter our competitors from using our proprietary information. In order to protect or enforce our intellectual property rights, including our patents, we may be required to initiate litigation against third parties, such as infringement lawsuits. Also, these third parties may assert claims against us with or without provocation. These lawsuits could be expensive, take significant time and could divert management's attention from other business concerns. We cannot assure you that we will prevail in any of these potential suits or that the damages or other remedies awarded, if any, would be commercially valuable.

Assertions by Third Parties of Infringement or other Violation by Us of Their Intellectual Property Rights Could Harm our Ability to Develop the Takibi Protocol and the KOBAN Token. Third parties may in the future assert that we have infringed, misappropriated, or otherwise violated their copyrights, patents, and other intellectual property rights, and as we face increasing competition, the possibility of intellectual property infringement claims against us grows. Various laws and regulations govern the copyright and other intellectual property rights associated with the Takibi Protocol. Existing laws and regulations are evolving and subject to different interpretations, and various legislative or regulatory bodies may expand current or enact new laws or regulations. We cannot assure you that we are not infringing or violating any third-party intellectual property rights, or that we will not do so in the future. In addition, internet and technology companies are frequently subject to litigation based on allegations of infringement, misappropriation, or other violations of intellectual property rights. Many companies in these industries, including many of our competitors, have substantially larger patent and intellectual property portfolios than we do, which could make us a target for litigation as we may not be able to assert counterclaims against parties that sue us for patent, or other intellectual property infringement. By their nature, media platforms feature content protected by intellectual property laws and may be fora for the publication of content that has infringed upon the intellectual property rights of others.

It is difficult to predict whether assertions of third-party intellectual property rights or any infringement or misappropriation claims arising from such assertions will substantially harm our business, operating results, and financial condition. If we are forced to defend against any infringement or misappropriation claims, whether they are with or without merit, are settled out of court, or are determined in our favor, we may be required to expend significant time and financial resources on the defense of such claims. Furthermore, an adverse outcome of a dispute may require us to pay significant damages, which may be even greater if we are found to have willfully infringed upon a party's intellectual property; cease exploiting copyrighted content that we have previously had the ability to exploit; cease using solutions that are alleged to infringe or misappropriate the intellectual property of others; expend additional development resources to redesign our solutions; enter into potentially unfavorable royalty or license agreements in order to obtain the right to use necessary technologies, content, or materials; indemnify our partners and other third parties; and/or take other actions that may have material effects on our business, operating results, and financial condition.

KOBAN Token Integration Risk and Risk of Insufficient Interest in the Lucky Kat Ecosystem or the Takibi Protocol. There are no guarantees as to the timing of the KOBAN Tokens being integrated into the Takibi Protocol, which is dependent on many factors, including many outside the Company's control. Further, it is possible that there will be limited public interest in the KOBAN Tokens or that public interest in the Lucky Kat Ecosystem or the Takibi Protocol may reduce over time. Such a lack of interest could negatively impact the KOBAN Tokens and their functionality in the Lucky Kat Ecosystem or the Takibi Protocol.

Operating History. The Company has a limited operating history in the blockchain industry, which continues to be evolving and may not develop as expected. The Company's historical performance does not necessarily reflect future performance or the likelihood of the success of the KOBAN Tokens. A significant amount of work was required in order to create the KOBAN Tokens and implement the KOBAN Token into the Takibi Protocol and much of that work is reliant on the input or consent of other persons not under the control of the Company. Assessing the business and future prospects of the Company is challenging in light of the risks and difficulties the Company may encounter. These risks and difficulties include but are not limited to, their ability to:

- navigate complex and evolving regulatory and competitive environments;
- obtain the requisite regulatory and other licenses in the relevant jurisdictions;
- obtain and retain customers;
- successfully develop, maintain, and update internal controls to manage compliance within an evolving and complex regulatory environment;
- effectively identify and react to market trends;

- be involved in the successful development and deployment of the KOBAN Tokens;
- implement new products and services;
- successfully execute the Company's funding strategy;
- successfully navigate economic conditions and fluctuations in the market;
- effectively manage the growth of the business;
- continue to develop, maintain, and scale the KOBAN Tokens;
- effectively maintain and scale financial and risk management controls and procedures; and
- maintain the security of technology infrastructure, and the confidentiality of the information provided and utilized therein.

In order for the Company to compete and grow, it must attract, recruit, retain and develop the necessary personnel who have the needed experience.

Recruiting and retaining highly qualified personnel is critical to our success. These demands may require us to retain additional personnel and require the development of additional expertise. We face intense competition for personnel, making recruitment time-consuming and expensive. The failure to attract and retain personnel or to develop such expertise could delay or halt the development and commercialization of our product candidates. If we experience difficulties in retaining key personnel, we could suffer from delays in product development, loss of customers and sales and diversion of management resources, which could adversely affect operating results. Our consultants and advisors may be employed by third parties and may have commitments under consulting or advisory contracts with third parties that may limit their availability to us, which could further delay or disrupt our product development and growth plans.

We need to rapidly and successfully develop and introduce new products and services in a competitive, demanding and rapidly changing environment.

To succeed in our intensely competitive industry, we must continually improve, refresh and expand our product and service offerings to include newer features, functionality or solutions, and keep pace with changes in the industry. Shortened product life cycles due to changing customer demands and competitive pressures may impact the pace at which we must introduce new products or implement new functions or solutions. In addition, bringing new products or solutions to the market entails a costly and lengthy process, and requires us to accurately anticipate changing customer needs and trends. We must continue to respond to changing market demands and trends or our business operations may be adversely affected.

The development and commercialization of our products and services is highly competitive.

We face competition with respect to any products or services that we may seek to develop or commercialize in the future. Our competitors include major companies worldwide. Many of our competitors have significantly greater financial, technical and human resources than we have and superior expertise in research and development and marketing approved products and services and thus may be better equipped than us to develop and commercialize products and services. These competitors also compete with us in recruiting and retaining qualified personnel and acquiring technologies. Smaller or early stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. Accordingly, our competitors may commercialize products and services more rapidly or effectively than we are able to, which would adversely affect our competitive position, the likelihood that our products and services will achieve initial market acceptance, and our ability to generate meaningful additional revenues from our products and services.

Risk that the KOBAN Tokens Will Not Meet Expectations. Any expectations or assumptions regarding the form and functionality of the KOBAN Tokens (including participant behavior) held by the Company or by you may not be met, for any number of reasons, including, without limitation, mistaken assumptions or analysis, a change in the design and implementation plans, and changes in the execution of the KOBAN Tokens. Moreover, the Company may not be able to retain full and effective control over how other participants will use the Takibi Protocol, what products or services will be offered through the Lucky Kat Ecosystem or the Takibi Protocol by third parties, or how third-party products and services will utilize KOBAN Tokens (if at all). This could create the risk that the KOBAN Tokens, as further developed and maintained, may not meet your expectations. Furthermore, despite our good faith efforts, it is still possible that the integration of the KOBAN Tokens into the Lucky Kat Ecosystem or the Takibi Protocol will experience malfunctions or otherwise fail to be adequately maintained, which may negatively impact the Lucky Kat Ecosystem, the Takibi Protocol and KOBAN Tokens, and the potential utility of the KOBAN Tokens within the Lucky Kat Ecosystem and the Takibi Protocol.

The Value of the KOBAN Tokens will be Affected by the Success of the Takibi Protocol. Because the KOBAN Tokens are intended for use on the Takibi Protocol, a failure to maintain the Takibi Protocol would negatively affect the value of the KOBAN Tokens. There is no guarantee that the Lucky Kat Ecosystem and the Takibi Protocol, including its use of the KOBAN Tokens will develop as planned or become successful in the marketplace.

Long-term Viability of Cryptoassets. Cryptoassets, including those like the KOBAN Tokens, are a new and relatively untested product. There is considerable uncertainty about their long-term viability, which could be affected by a variety of factors, including many market-based factors such as economic growth, inflation, and others. In addition, the success of cryptoassets (including the KOBAN Tokens) will depend on the long-term utility and economic viability of blockchain and other new technologies related to cryptoassets. Due in part to these uncertainties, the price of cryptoassets are volatile and the KOBAN Tokens may be hard to sell. Further, the value of KOBAN Tokens may decrease over time, which may impact interest in, or the success of, the Lucky Kat Ecosystem and the Takibi Protocol. The Company does not control any of these factors, including the ability of the KOBAN Tokens to maintain their value over time.

Further Innovations in the Cryptoasset Industry may Cause the KOBAN Tokens to Lose Value. The development and acceptance of the cryptographic and algorithmic protocols governing the issuance of, and transactions in, cryptoassets is subject to a variety of factors that are difficult to evaluate and predict. The use of cryptoassets to, among other things, transact in goods and services is part of a new and rapidly evolving commercial practice that employs digital assets based on a computer-generated mathematical and/or cryptographic protocol. The growth of this commercial practice in general, and the use of cryptoassets in particular is subject to a high degree of uncertainty. Factors affecting further development of the cryptoasset industry include, among other things, the continued worldwide adoption of cryptoassets; governmental and quasi-governmental regulation of cryptoassets and/or cryptoasset exchanges; changing consumer demographics, tastes, and preferences; sustained development and maintenance of open-source software protocols; the popularity and availability of alternative and/or new payment services; and general economic conditions. If these factors negatively affect or impede the development of the cryptoasset industry, the value of holding KOBAN Tokens may also be negatively affected.

Inability to Fund Development or Maintenance. The Company may not be able to fund development of the KOBAN Tokens in the manner that it was intended.

Risks from Taxation. The tax characterization of the KOBAN Tokens is uncertain as described above, which may lead to inefficient tax outcomes for Purchasers and/or the Company and/or its affiliates. You must seek your own tax advice in connection with acquiring and holding KOBAN Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes, and tax reporting requirements. The purchase of Interests may result in adverse tax consequences to Purchasers, including withholding taxes, income taxes, and tax reporting requirements. Additionally, subsequent transactions in cryptoassets such as the KOBAN Tokens may cause Purchasers to incur tax liabilities. Further, any reward received in the form of, or through the use of, KOBAN Tokens may result in additional tax liability. Each Purchaser should consult with and must rely upon the advice of its own professional tax advisors.

Risk of Theft and Hacking. Smart contracts, software applications, and the KOBAN Tokens may be exposed to attacks by hackers or other individuals, groups, organizations, or countries that interfere with the availability of the KOBAN Tokens in any number of ways, including denial of service attacks, sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks, or phishing, or other novel methods that may or may not be known. Any such successful attacks could result in theft or loss of KOBAN Tokens, adversely impacting the ability to further derive any usage or functionality from KOBAN Tokens. The Company must take appropriate steps to ensure the integrity of its smart contracts, systems, and other vectors of potential attack. You must take appropriate steps to satisfy yourself of the integrity and veracity of relevant websites, systems, and communications. Furthermore, because the KOBAN Tokens employs open-source software, there is a risk that a third-party or a member of the Company's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the KOBAN Token and negatively affect it.

You acknowledge, understand, and accept that if your private key or password gets lost or stolen, the KOBAN Tokens associated with your wallet address may be unrecoverable and permanently lost. Additionally, any third-party that gains access to your private key, including by gaining access to the login credentials relating to your wallet, may be able to misappropriate your KOBAN Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store KOBAN Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your KOBAN Tokens, for which the Company shall have no liability.

Misconduct and Errors Risks. The Company is exposed to many types of operational risk, including the risk of misconduct and errors by our employees, former employees, and other third-party service providers, or by users and developers within the Lucky Kat Ecosystem, whom the Company does not control, could be in a position to handle large amounts of sensitive and potentially proprietary information, whose exposure could result in significant liability. It is not always possible to identify and deter misconduct by employees or third-party providers, and the Company cannot control developers or uses of the Lucky Kat Ecosystem and the Takibi Protocol. The precautions the Company takes to detect and prevent this activity, such as encryption of user data, may not be effective in controlling unknown or unmanaged risks or losses. Any of these occurrences could result in the Company's diminished ability to operate the business and develop the Takibi Protocol, inability to attract future developers and users, regulatory intervention, and financial harm which could negatively impact the Company, the growth of the Company, and the value of KOBAN Tokens.

Risk of Security Weaknesses in the KOBAN Tokens. The KOBAN Tokens consists, at least in part, of open-source software that may, in turn, be based on other open-source software. There is a risk that the Company or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the KOBAN Tokens to interfere with the use of or cause the loss of KOBAN Tokens.

Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography. Advances in cryptography, or technical advances such as the development of quantum computing, could present risks to cryptocurrencies (like KOBAN Tokens) by rendering ineffective the cryptographic consensus mechanism that underpins the KOBAN Tokens, which could result in the theft, loss, or decreased utility of the KOBAN Tokens. Smart contracts, blockchain application software, and blockchain platforms and protocols are still in an early development stage and relatively unproven. There is no warranty or assurance that the process for creating KOBAN Tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses, or bugs causing, inter alia, the complete loss of contributions and/or KOBAN Tokens.

Risk of Lack of Adoption or Use of the KOBAN Tokens. While the KOBAN Tokens should not be viewed as an investment, they may have value over time. That value may be limited or non-existent if the KOBAN Tokens lack acceptance, use, and adoption within the Lucky Kat Ecosystem and the Takibi Protocol.

Risk of an Illiquid Market for KOBAN Tokens. There may never be any marketplace for KOBAN Tokens. There are currently no exchanges upon which the KOBAN Tokens would trade. If exchanges do develop, they will likely be relatively new and subject to poorly understood regulatory oversight. They may, therefore, be more exposed to fraud and failure than established, regulated exchanges for other products and have a negative impact on the KOBAN Tokens. To the extent that any third-party ascribes an external exchange value to KOBAN Tokens (e.g., as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero. If (despite your representations to us to the contrary) you are holding KOBAN Tokens as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that the KOBAN Tokens are not offered by the Company or its affiliates on an investment basis.

Risk of Dissolution of the KOBAN Tokens. It is possible that, due to any number of reasons, including development issues with the KOBAN Tokens, the failure of business relationships, lack of public interest, lack of funding, or competing intellectual property claims, the Lucky Kat Ecosystem, Takibi Protocol and/or KOBAN Tokens may no longer be viable as a business or otherwise and may dissolve or fail to maintain commercial or legal viability, or be abandoned. There is no assurance that you will receive any benefits through the KOBAN Tokens.

Risk of Malfunction in the KOBAN Tokens. It is possible that the KOBAN Tokens or the Takibi Protocol malfunctions in an unfavorable way, including one that results in the loss of the KOBAN Tokens.

Risk Associated with Underlying Technology. There can be no guarantee that the technology required for operation of the Lucky Kat Ecosystem or the Takibi Protocol will function as anticipated or function at all. This technology may malfunction because of internal problems or as a result of cyberattacks or security breaches or the Company might not be able to successfully develop the technology. Further, there may be no alternatives available if this technology does not work as anticipated. As a result, failure of this technology to work as intended may adversely affect the operation and growth of the Lucky Kat Ecosystem and the Takibi Protocol and may have a material adverse impact on KOBAN Tokens.

Risks Associated with Incomplete Information regarding the KOBAN Tokens. You will not have full access to all the information relevant to the Company and the KOBAN Tokens. The Company is not required to update you on the progress of the KOBAN Tokens. You are responsible for making your own decision in respect of the acquisition of the KOBAN Tokens. The Company does not provide you with any recommendation or advice in respect of the acquisition of the KOBAN Tokens. You may not rely on the Company to provide you with complete or up-to-date information.

The Holders of KOBAN Tokens will not acquire, by virtue of their ownership, any Fiduciary, Partnership, Trustee, Agency, or Similar Relationship with the Company or any of its Affiliates and will not be Owed any Fiduciary Duty by the Company or any of its Affiliates. The holders of KOBAN Tokens will not, by virtue of their ownership, have any direct management, equity, voting, or similar rights in the Company or any of its affiliates. However, without limitation to the above, the Company reserves all rights with respect to pursuing any form of decentralized governance should it so determine that doing so would be in the best interests of the holders of KOBAN Tokens from time to time.

In order to seek compliance with (or to seek to mitigate the impact of) any laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders, treaties, administrative acts or decrees of any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or

arbitrator(s) of competent jurisdiction, and any self-regulatory organization believed by the Company or its affiliates to apply to or affect the Company or its affiliates, the KOBAN Tokens, the Company may in its sole and absolute discretion take such steps as it considers necessary or convenient to comply with such matters including, without limitation, the termination of the KOBAN Tokens. In addition, the Company may take such steps as it considers necessary or convenient where it believes or suspects the KOBAN Tokens may be used, trafficked, or applied in the attempted furtherance of money laundering, terrorist financing, tax evasion, or other unlawful activity or where it believes the KOBAN Tokens are no longer viable.

Regulation of (i) tokens (including the KOBAN Tokens); (ii) cryptocurrencies; (iii) blockchain technologies; and (iv) cryptocurrency exchanges; is currently underdeveloped and is likely to evolve rapidly, vary significantly among international, national, federal, state and local jurisdictions and is subject to significant uncertainty. Various legislative and executive bodies in the United States, South Korea, China, Singapore, India, among other countries, are currently considering, or may in the future consider, laws, regulations, guidance, or other actions, which may severely impact the development and growth of the KOBAN Tokens and the Company. Other countries may adopt similar approaches. Failure by the Company or users of the KOBAN Tokens to comply with any laws, rules, and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines. New or changing laws and regulations or interpretations of existing laws and regulations would likely have numerous material adverse consequences on the Company and the KOBAN Tokens. Therefore, there can be no assurance that any new or continuing regulatory scrutiny or initiatives will not have a material adverse impact on the value of the KOBAN Tokens or impede the activities of the Company.

No Specific Use of Proceeds. At present, and other than as set out herein, no proceeds have been allocated for any particular purposes, and management expects to use the net proceeds from this offering for working capital, product engineering and to promote development, maintenance, and distribution of the Takibi Protocol, regardless of whether all of the KOBAN Tokens under this Offering are sold. Management may also use a portion of the net proceeds to acquire, license, and invest in complementary products, technologies, or businesses in the ordinary course of business. However, management will have broad discretion over the use of proceeds and reserves the right to change the use of proceeds on other than working capital and general corporate purposes should the circumstances change, or future research and development opportunities arise and could spend the proceeds from the offering in ways with which Purchasers may not agree with or that do not yield a favorable return, if at all. If management does not use the proceeds of this offering in ways that benefit the KOBAN Tokens, the future value and utility of Purchasers' KOBAN Tokens may be adversely affected.

Representation by Legal Counsel. Certain counsel (the "***Law Firm***") represents the Company solely with respect to the specific matters pertaining to the preparation of this Memorandum. Other matters may exist that could have a bearing on the Company as to which the Law Firm has been neither retained nor consulted. The Law Firm does not undertake to monitor compliance by the Company and its affiliates with the guidelines and procedures set forth in this Memorandum, nor does the Law Firm monitor compliance by the Company and/or its affiliates with applicable laws, unless in each case the Law Firm has been specifically retained to do so. The Law Firm does not investigate or verify the accuracy and completeness of information set forth in this Memorandum concerning the Company. Furthermore, the Law Firm is not providing any advice, representation, warranty, or other assurance of any kind as to any matter to any prospective purchasers of the KOBAN Tokens. No separate counsel has been engaged by the Company to represent any purchasers with respect to a purchase of the KOBAN Tokens.

The Company has the exclusive right, in its sole and absolute discretion, to address and remediate any of the operational, legal, or regulatory risks presented as of the date hereof or hereafter. In the exercise of such rights, it is possible that the Company may determine that the continued development of the KOBAN Tokens is not feasible. Accordingly, there is a material risk that the Company and its affiliates may not successfully continue to develop, market, and operate the KOBAN Tokens.

Unanticipated Risks. Cryptographic tokens are a relatively new and comparatively untested technology. In addition to the risks discussed herein, there are risks that the Company cannot anticipate. Further risks may materialize as unanticipated combinations or variations of the discussed risks or the emergence of new risks.

Violation of Policies Risks. Any violation of Company policies and terms and conditions of use, including misuse of the Takibi Protocol and KOBAN Tokens, by users and KOBAN Tokenholders, may result in unforeseeable adverse impact to the Takibi Protocol out of the Company's control, which may in turn potentially affect the value of KOBAN Tokens.

Risk of Competitors. The Company believes that other organizations are or may be working to develop decentralized application systems for scalable and interoperable solutions for Web3 developers or other novel technologies that may be competitive with the technology of the Company. Some or all of these organizations that may have technology similar to the Company, may have substantially greater technological expertise, experience with blockchain technologies and/or financial resources than the Company has, and many of them may be attempting to patent technologies that may be competitive with or similar to the technology the Company has developed, or attempting to reverse engineer the Company's technology, which may be possible as a substantial portion of the software underlying the Takibi Protocol is open source software that is generally available to the public.

Given that such open-source software is generally available to the public, a person or company could establish software technology, and networks, built using the Company's publicly available software. It is possible that those products would be substantially similar to and competitive with the Company's software and technology. If this were to occur, it is possible that the value of the Lucky Kat Ecosystem, the Takibi Protocol, and KOBAN Tokens could decline.

Risk of Underage Users. In certain jurisdictions, persons under the age of eighteen (18) have the ability to repudiate or disaffirm contracts entered into by those individuals, and some of the Takibi Protocol users are likely to be under the age of eighteen. As a result, the Company may have difficulty enforcing the terms of service and other agreements entered into with such individuals that are under the age of eighteen in connection with the operation of the Company's business, the Takibi Protocol, and the distribution of KOBAN Tokens.

Risks Associated with Issuance of Additional Tokens. If KOBAN Tokenholders are provided governance rights in the future, KOBAN Tokenholders may collectively determine it is in the best interest of the Lucky Kat Ecosystem and the Takibi Protocol to issue additional tokens. If such an event occurs, the value of KOBAN Tokens may be adversely impacted, and a KOBAN Tokenholder's token holding may also be diluted as a result.

Foreign Currency Exchange Risk. The Company's financial statements in Addendum A are presented in Euros (€), while this offering is being conducted in US Dollars (\$). Exchange rates between the Euro and US Dollar fluctuate continuously, and these fluctuations may have a significant impact on the Company's financial position when viewed by US investors. Historical exchange rates should not be considered as indicative of future exchange rates. The Company does not currently hedge against foreign currency risks, and any weakening of the US Dollar against the Euro may negatively affect the actual value of your investment when measured in US Dollars. Additionally, the presentation of financial information in a foreign currency may make it more difficult for US investors to accurately assess the Company's financial condition and performance. Investors should consult with financial advisors to understand the implications of currency exchange risks on their investment.

Risk Associated with Hiring and Retaining Personnel. Because the blockchain industry is a technologically cutting-edge field, the market for engineers and other non-technical talent familiar with the industry is competitive. It may be difficult to attract and retain qualified individuals with the expertise, and in the timeframe, required for the steady progress of the Takibi Protocol. If we were to lose some or all of our personnel, they would be difficult to replace, which in turn may present significant delays in the continued development of the Takibi Protocol. In addition, if any of our key personnel, retires or otherwise leaves the Company, we will need to have appropriate succession plans in place and to successfully implement such plans, which requires time and resources devoted towards identifying and integrating new personnel into leadership roles and other key positions. If we cannot attract and retain qualified personnel or effectively implement appropriate succession plans, it could have a material adverse impact on the operations of the Takibi Protocol, as well as the business and financial condition of the Company. We do not maintain key-person life insurance policies on our key personnel.

There may be Occasions when Certain Individuals Involved in the Development of the Takibi Protocol may Encounter Potential Conflicts of Interest, such that such a Person may Avoid a Loss, or even Realize a Gain, when other Purchasers are Suffering Losses. There may be occasions when certain individuals involved in the development of the Takibi Protocol or the Company may encounter potential conflicts of interest in connection with the sale of KOBAN Tokens described herein, such that such person may avoid a loss, or even realize a gain, when other Purchasers in such sale are suffering losses. Purchasers may also have conflicting investment, tax, and other interests, which may arise from the terms of the Offering Documents, the Takibi Protocol and its code, or other factors. Decisions made by the Company on such matters may be more beneficial for some Purchasers than for others.

Risks Associated with Single Point of Failure. The Company is an ownerless entity organized pursuant to Gibraltar law and operated by its management. All other services are provided to the Company pursuant to contractual relationships, where persons performing material functions for the Company are not employees of the Company. As a result, there is a heightened risk of a single point of failure if the Company's management are unable to fulfill their duties.

Risks Associated with the Structure of Token Purchase Agreements. An investment in a TPA involves a significant amount of risk and is suitable only for sophisticated Purchasers: (i) of substantial means who have no immediate need for liquidity in the amount invested; (ii) for whom such investment does not constitute a complete investment program; (iii) that fully understand, and are willing to assume and have the financial resources necessary to withstand, the risks involved in investing in a TPA; and (iv) that can bear the potential loss of all of their investment in a TPA. There is no assurance as to whether an investment in a TPA will be profitable. Any Investment made in a TPA may result in a loss of all or part of a Purchaser's Investment. The Token Purchase Agreement or a portion thereof may be modified, waived, or amended without your consent consistent with its terms.

Risks Associated with Potential Public Listings of KOBAN Tokens Could Negatively Impact Their Price. The Company intends to list KOBAN Tokens on digital asset trading platforms (aka. “Exchanges”). Any such listing could negatively impact the price of KOBAN Tokens, especially if there is significant selling activity on any such exchange. Lock-ups and delivery restrictions applicable to any Interests purchased in this Offering may prevent participants in this Offering from selling their stake in KOBAN Tokens while such KOBAN Tokens remain subject to a lock-up or delivery restriction.

USE OF PROCEEDS

The Company estimates that the maximum net proceeds from this Offering and any other contemporaneous KOBAN Token offerings on Republic (together, the “**Republic Offerings**”) may be approximately \$208,627¹ after deducting estimated offering expenses, less any marketing and legal expenses. The Company intends to use the proceeds of the Republic Offerings, net of any federal and state income taxes, for product engineering and general business purposes, including, but not limited to, technology and product development, product delivery as well as promoting the use of the Lucky Kat Ecosystem and the Takibi Protocol through B2B marketing, community building and engagement. No proceeds from this Offering will be used to discharge any indebtedness.

Our management will have broad discretion over the application of the proceeds received from the Republic Offerings and may spend the proceeds from the Offering in ways with which investors may not agree with or that do not yield a favorable return, if at all. We cannot predict whether this allocation invested will yield a favorable return. If management does not invest or apply the proceeds of this offering in ways that benefit the Lucky Kat Ecosystem and the Takibi Protocol, the future value and utility of Purchasers’ KOBAN Tokens may be adversely affected. Our failure to apply such funds effectively could have a material adverse effect on our business, financial conditions, and results of operations. We cannot specify with certainty all of the particular uses for the net proceeds to be received upon the closing of the Republic Offerings. In addition, the amount and timing of our actual expenditures will depend upon numerous factors. Pending other uses, we may allocate the proceeds to interest-bearing instruments, direct or guaranteed obligations of the U.S. government, crypto assets, or hold as cash.

We cannot guarantee that we will be able to sell any or all of the KOBAN Tokens in the Republic Offerings. If we do not sell any of the KOBAN Tokens, we will not obtain any usable proceeds from the Republic Offerings and our ability to continue as a going concern may be called into question.

The Company reserves the right to alter the use of proceeds of the Republic Offerings.

¹ \$222,641 (total maximum raise from this Offering) - \$14,014.31 (total deductions) = \$208,626.69. Total deductions include: (i) Stripe processing fee (est): $\$222,641 * 0.02 * 0.035 = \155.85 ; (ii) ZeroHash processing fee (est): $\$2,500 \times 20\%$ (Reg D % of total raise) = $\$2,500 * 0.20 = \500 ; and (iii) Republic commission 6%: $222,641 * 0.06 = \$13,358.46$. The Republic Securities commission of 2% of the KOBAN tokens is not included in this calculation.

DILUTION

The following table summarizes the differences between the total consideration and the weighted-average price per token paid by existing tokenholders who have purchased or acquired KOBAN Tokens or rights thereto, prior to the date of this Memorandum and participants participating in this Offering at the price, or deemed price, to the public of between \$0.01881 to \$0.0198 per KOBAN Token, before deducting estimated expenses in connection to this Offering:

	Tokens Purchased or Offered	Total Consideration	Weighted Average Price Per Token
Outstanding Tokens (or rights thereto) before this Offering	342,879,702 (1)	\$4,155,000.00 (2)	\$0.01367 (3)
Tokens offered in this Offering	11,299,495(4)	\$222,641 (5)	\$0.0193 (6)
Tokens offered in Concurrent Offerings	70,450,505 (7)	\$1,390,564 (8)	\$0.0197 (9)

- (1) Includes (i) 109,000,000 KOBAN Tokens that were allocated to Seed Sale contributors; (ii) 232,142,860 KOBAN Tokens that were allocated to Strategic Rounds contributors; (iii) 1,736,842 KOBAN Tokens that were allocated to KOL Round contributors. Contributors in the Seed Round, Strategic, Private and KOL Rounds are subject to various vesting schedules as described in the “Plan of Distribution.”
- (2) Total consideration includes (i) \$872,000 pursuant to contributions made to the Company by Seed Round contributors;² (ii) \$3,250,000 pursuant to contributions made to the Company by Strategic Round contributors; and (iii) \$33,000 pursuant to contributions made to the Company by KOL Round contributors.
- (3) The price per KOBAN Token offered to contributors in (i) our Seed sale was approximately \$0.008; (ii) our Strategic sale was approximately \$0.014; and (iii) our KOL sales were approximately \$0.019.
- (4) Includes: (i) 1,100,000 Koban Tokens allocated for sale to the Community Pre Sale; and (ii) 10,199,495 allocated for the Republic Sale.
- (5) Total Consideration includes: (i) \$20,691 for total Koban Tokens offered in the Community Pre Sale; and (ii) \$201,950.10 for total Koban Tokens offered in the Republic Sale.
- (6) The price for the Koban Tokens offered for sale in the Community Pre Sale pursuant to Regulation D is \$0.01881 and \$0.0198 offered for sale in the Republic Sale pursuant to Regulation D.
- (7) Includes: (i) 4,400,000 Koban Tokens offered for sale to the Community Pre Sale; (ii) 40,797,980 Koban Tokens offered on the Republic platform; (iii) 20,202,020 Koban Tokens offered on DAO Maker, a token offering platform; and (iv) 5,050,525 Koban Tokens allocated for an offering on a separate third-party platform, which has not yet been finalized as of the date of this Offering Statement.³ All are pursuant to Regulation S.
- (8) Total Consideration includes: (i) \$82,764 for total Koban Tokens offered in the Community Pre Sale; (ii) \$807,800 for Koban Tokens offered on the Republic platform pursuant to Regulation S; and (iii) \$500,000 for Koban Tokens offered on the DAO Maker platform pursuant to Regulation S.
- (9) The price for the Koban Tokens offered for sale in the Community Pre Sale pursuant to Regulation S is \$0.01881 and \$0.0198 offered for sale on both the Republic and DAO Maker platforms pursuant to Regulation D.

² This transaction was denominated in European Euro, where the contemporaneous exchange rate between US Dollar to European Euro was approximately \$1 USD = €0.92.

³ If not completed concurrently, such portion (5,050,505 KOBAN Tokens) may instead be offered in a future public sale and reclassified accordingly

MANAGEMENT OF THE COMPANY

Directors and Significant Service Providers

Our directors and significant service providers, including their ages and positions, are set forth below:

Name	Age	Functional Position
<i>Directors</i>		
Stefan Tengvall	49	Director
John Albert Azzopardi	43	Director
<i>Significant Service Providers</i>		
Zara Zamani	39	Chief Executive Officer
Henri de Rochefort-Nash	29	Head of Development
Piotr Wern	26	Technology Lead

Stefan Tengvall. Interim CEO and Group Chief Executive of Fragbite Group AB, the parent of FunRock Development AB. He is a seasoned senior executive with over 15 years of leadership in telecom and tech, known for driving strategic, financial, and operational excellence. He co-founded Ownit Broadband AB, fostering profitability and top-tier customer satisfaction, and later led successful integrations post-acquisition by Telenor. He then steered Open Infra Group to profitability through large-scale infrastructure rollouts and secured significant funding, followed by launching the fibre division at Hyperoptic in the UK. He has held and current holds executive and board roles at various innovative tech firms and holds a master's degree from the Stockholm School of Economics.

John Albert Azzopardi. John has been a Director at RSM Gibraltar, a leading professional services firm in Gibraltar, for over 8 years. John is the head of RSM's Outsourcing Team which covers Fiduciary (Company and Trust Management), Compliance, Tax (including Payroll) and Liquidations. John has experience offering the aforementioned services to broad selection of crypto-related companies based in Gibraltar.

Board Composition and Risk Oversight

The board of the Company is currently composed of two members. There are no family relationships among any of the executive officers.

Significant Service Providers

Zara Zamani (CEO): Zara is a prominent figure in the blockchain and technology space, recognized for her innovative approach and strategic thinking. She has played a pivotal role in the successful development of more than 15 crypto projects. Some of her notable achievements include leading Director of Chromia, My Neighbor Alice, Mines of Dalarnia, and Neoki DeMa .

Her expertise in blockchain adoption is backed by a Ph.D. in the subject and her role as a lecturer at the University of Halmstad, Sweden. Zara was named one of the "21 Women in Blockchain You Should Know" by Fintech Review in 2021 and one of the "10 Most Influential Women in Technology" by Analytics Insights. In 2024, she was listed among the power list of women in Fintech by InnovateFinance. Her accolades highlight her influence and thought leadership in the tech industry.

Henri de Rochefort-Nash (Head of Development): Henri has over five years of experience in game development and has been a key player in nearly every game Lucky Kat has released since 2017. His deep technical expertise in gameplay programming, system architecture, and game design ensures the seamless integration of Web3 features into our games. His adaptability and innovative approach have been crucial in transitioning our Web2 titles into the Web3 space.

Piotr Wern (Technology Lead): Piotr is a seasoned Web3 engineer and game developer with a strong track record of delivering innovative blockchain-based systems and applications. With a unique blend of creativity and analytical thinking, he excels at transforming complex challenges into opportunities that drive the evolution of gaming and technology. At Lucky Kat, Piotr spearheaded the design of several groundbreaking Web3 features that have set new standards across the industry. His work continues to influence product strategy and inspire future developments in decentralized gaming.

Relationship to Lucky Kat BV

Company has entered into a partnership agreement with Lucky Kat BV, a Dutch private limited company, dated January 1, 2024. Under this agreement, Lucky Kat BV is responsible for providing certain management and software development services.

Lucky Kat BV

Lucky Kat BV serves as a primary service provider to the Company through a partnership agreement, providing both development expertise and management services. The partnership agreement specifies that Lucky Kat provides management services with a 10% markup on costs. The companies are related through the corporate structure of Fragbite Group AB, which owns both FunRock Development AB (the Company's direct parent) and Lucky Kat. Lucky Kat acts as the primary provider of technical and operational services for the Company's blockchain gaming initiatives. The development services provided by Lucky Kat encompass game design, engineering, and implementation of blockchain games, notably Panzerdogs and Cosmocadia, as well as the underlying architecture for the Takibi Protocol. Lucky Kat's management services include strategic planning, marketing coordination, and oversight of token economics to ensure the alignment of technical development with the Company's token-based business model. In 2024, Lucky Kat invoiced the Company €899,365 in development fees and €138,449 in management services in 2024.

Limitation of Liability and Indemnification

To the fullest extent permitted by applicable law, (i) in no event will the Company be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to this Memorandum, TPA's, or KOBAN Tokens, regardless of the form of action, whether based in contract, tort, or any other legal or equitable claim (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) in no event will the liability of the Company, whether in contract, tort, or other legal or equitable claim, arising out of or relating to this Memorandum, KOBAN Tokens exceed the amount the Purchase pays to the Company hereunder. The Company shall not be liable or responsible to the Purchaser, not be deemed to have defaulted under or breached this Memorandum, for any failure or delay in fulfilling or performing any provision of this Memorandum, including without limitation, and delivering the KOBAN Tokens.

Under the Company's Articles of Association, each director, officer, manager, secretary, or other person acting in relation to the Company's affairs may be indemnified out of the Company's assets against liabilities they incur in connection with their role, provided they have not acted with willful neglect or default. This indemnification is subject to any restrictions imposed by Gibraltar law and does not extend to conduct prohibited or rendered void under the Gibraltar Companies Act or other applicable legislation. The Company has agreed to indemnify ODB against liabilities relating to any investigation, claim, or proceeding stemming from the Offering, liabilities arising from breaches of some or all of the representations and warranties contained in the Listing Agreement, and to contribute to payments that ODB may be required to make for these liabilities.

ODB and their respective affiliates are engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. ODB and their respective affiliates may in the future perform various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

DIRECTOR COMPENSATION

Name and Position	Salary	Token Allocation (of Total Token Supply)
Stefan Tengvall	\$0/ year	N.A.
John Albert Azzopardi	\$0/ year	N.A.

CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS

ODB Offering Engagement

We are currently party to an offering engagement agreement with ODB, effective as of March 13, 2025 (the “*ODB Engagement Agreement*”), who has agreed to provide certain offering facilitation services, including executing and delivering evidence of the securities sold in this Offering to each Purchaser and the use of the Republic Platform. ODB has made no commitment to purchase all or any part of the Interests. The term of the ODB Engagement Agreement will continue until the later of the date on which (i) the TPAs are no longer being listed on the Republic Platform or (ii) all fees due to ODB being remitted unless otherwise terminated by either party upon thirty (30) days’ prior written notice or for cause pursuant to the ODB Engagement Agreement.

ODB is not purchasing any of KOBAN Tokens in this Offering and are not required to sell any specific number or dollar amount of securities but will instead arrange and manage this Offering on their fundraising platform, www.republic.com.

Reimbursable expenses in the event of termination. Termination Fees are due upon termination for any reason other than ODB’s uncured breach. This includes termination for cause due to the Company’s uncured breach, expiration of the term, or the Company’s voluntary termination. The Termination Fee is a flat \$15,000. ODB may, at its discretion, interpret a lack of responsiveness from the Company, for a period of 10 calendar days, as a material breach of this Agreement, after requesting a response, entitling ODB to terminate this Agreement for cause. No Termination Fee shall be due under this provision in the event of termination for any reason other than ODB’s uncured breach. If the Company cancels or decides not to pursue the Offering after meeting the minimum investment amount necessary to perform a closing, termination fees shall remain due and payable, unless the Company terminates the Agreement for ODB’s uncured breach.

Commission and Expenses. The cash fee paid to ODB from the proceeds of this Offering will be the greater of (A) \$12,000.00 or (B) 6 percent (6.0%) of the dollar value of the Securities issued to Investors. The Issuer will also pay ODB a securities commission equivalent to two percent (2%) of the dollar value of the Securities. Thus, a purchase of \$1,000 in this Offering would result in a minimum of \$920 to the Company, \$60 in cash commission to ODB, and \$20 in securities commission to ODB, and potentially more if the total offering size is less than \$200,000.

Neither the Memorandum nor the TPA creates any obligations in respect of these commissions and fees, which are covered in the relevant negotiated engagement agreement and/or advisory agreement (as the case may be). Neither ODB nor any of its affiliates have independently verified any of the information provided or make any assurances as to the completeness, accuracy or reliability of any such information provided by the Company. While our management may promote the Company and this Offering, ODB may also pay commissions to other parties in connection with facilitating this Offering.

ODB has agreed, with respect to the TPAs issued to it as part of its commission, not to: (a) sell, transfer, assign, pledge or hypothecate any Interests obtained pursuant to the ODB Engagement Agreement for a period of one hundred eighty (180) days following the date on which this Offering is qualified by the SEC to anyone other than (i) its affiliates or any selected dealer that may participate in the Offering, or (ii) a bona fide officer of ODB or of any such selected dealer, in each case in accordance with FINRA Conduct Rule 5110(e)(1), or (b) cause such KOBAN Tokens to be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of such TPAs, except as provided for in FINRA Rule 5110(e)(2). On and after one hundred eighty (180) days after the date on which this Offering is qualified by the SEC, transfers to others may be made subject to compliance with or exemptions from applicable securities laws. There are no registration rights offered to ODB.

Under the ODB Engagement Agreement with ODB, ODB may also pass through certain administrative expenses related to payment processing in the event of a withdrawn offering. The Issuer is responsible for all costs related to Investor payment disputes. The Issuer will pay to ODB various fees, which are not considered underwriting compensation. ODB has the right to assign this Agreement to an Affiliate or successor.

Payment Processing and Administrative Fees: Purchases through Stripe will incur a total fee of approximately 2.7%-3.8% plus an additional \$0.36 per transaction. Purchases in USDC and USDT through ZeroHash will incur a total fee equal to the greater of \$2,500 (minimum fee) or 0.1% of the total payment volume. The above fees for Stripe and ZeroHash will ultimately be borne by the Company. ODB charges a two and one-half percent (2.5%) administrative fee for payments made via credit card, on the gross principal transaction with a minimum fee of \$5 and a maximum fee of \$250. The fee is added to the total amount of the investment at checkout.

Business Advisory Service Fees: We have paid ODB \$35,000 for Business Advisory Services, including standard, additional, or enhanced reviews of KYC, AML, diligence, compliance monitoring, CIP, financials, offering documents, and the time and effort undertaken to perform such reviews. ODB may also provide additional guidance on the Offering’s size and structure, market conditions, and other relevant factors, but this guidance is not legal advice and does not replace the need for the Company’s own legal and regulatory representation.

Indemnification and Control

The Company has agreed to indemnify ODB against liabilities relating to any investigation, claim, or proceeding stemming from the Offering, liabilities arising from breaches of some, or all of the representations and warranties contained in the ODB Engagement Agreement, and to contribute to payments that ODB may be required to make for these liabilities. ODB and their respective affiliates are engaged in various activities, which may include securities, trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing, and brokerage activities. ODB and their respective affiliates may in the future perform various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

Refunds and Surplus Payments for Payments Made Through ZeroHash

Investors should be aware that ODB's refund and surplus payment policies with respect to payments made through Zero Hash may limit or eliminate refunds depending on the amount overpaid and associated transaction costs. Given associating servicing costs, refunds will only be issued for overpayments in dollar amounts greater than or equal to \$25 (an "**Eligible Refund**"). Transaction costs ("Gas Fees") associated with Eligible Refunds will be deducted from the applicable Eligible Refund, with any remainder transmitted to the Investor. Refunds will be made in USDC on the Avalanche network and credited to the investor's Republic Wallet, regardless of the original payment currency or wallet.

Refunds will not be issued if the investor does not create a Republic Wallet to receive funds.

Overpayments below the eligible refund amount will be transmitted to the applicable Issuer and treated as a gift for tax purposes. ODB will not profit from such gifts.

Examples:

Overpayment Below \$25: For an overpayment of \$24.99, The overpayment balance of \$24.99 will be gifted to the Issuer, with no refund.

Overpayment Equal to or Above \$25: For an overpayment of \$27, with \$3 in Gas Fees, \$24 will be refunded to the investor's Republic Wallet.

Refunds are currently processed manually, which may result in processing delays to be handled on a best-efforts basis to resolve in an expedient manner. Investors should carefully review payment instructions to avoid errors leading to unrecoverable amounts. Investors should also ensure they establish a Republic Wallet to avoid forfeiting any refunds they may be eligible to receive.

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITY HOLDERS OF THE COMPANY

Common Stock of the Company

As of the date of this filing, 100% of the beneficial ownership of the Company's voting securities is held by Fragbite Group AB, a Swedish public limited company, through its wholly owned subsidiary, Funrock Development AB, a Swedish limited liability company.

The following table sets forth the beneficial ownership of our common stock as of the date of this Private Placement Memorandum for each person or group that holds more than 10% of our common stock, for each of our management and for our management as a group. The percentage of common stock ownership shown in the table is based upon 1 share of common stock outstanding as of the date of this Offering.

Except as otherwise noted below, the address for each person or entity listed in the table is Asogatan 108, SE-188 29 Stockholm, Sweden. We have determined beneficial ownership of our common stock in accordance with the rules of the SEC.

Title of Class	Name and address of beneficial owner	Amount and nature of beneficial ownership	Percent of Class
Shares of Common Stock of WAGMI Limited	Fragbite Group AB	1,000 shares	100%
Shares of Common Stock of WAGMI Limited	Management as a group	N/A	N/A

DESCRIPTION OF THE KOBAN TOKENS

Overview

We are offering TPAs in this Offering in accordance with the terms outlined under “[Terms of the Offering](#)” above, which entitles the holders thereof to purchase KOBAN Tokens at a fulfillment price of \$0.01881 per KOBAN Token for Community Pre Sale or “Allowlist” purchasers and \$0.0198 per KOBAN Token for all other purchasers in this Offering. The TPAs and the KOBAN Tokens are subject to transfer restrictions as described under “[Terms of the Offering](#)” above.

KOBAN Tokens are the native utility tokens of the Lucky Kat Ecosystem and the Takibi Protocol. The tokens underpin a blockchain-based gaming infrastructure by enabling access to services and incentivizing network participants across multiple games and platforms. Through KOBAN, the Lucky Kat Ecosystem aligns the interests of players, developers, and content creators, fostering an efficient and engaging gaming experience. The Takibi Protocol is initially being built on the Sui blockchain, with plans to expand to other networks including EVM, Arbitrum, Avalanche, Solana, and Aptos., as described further below in “[Description of the Takibi Protocol](#).”

Token Ownership and Security

The ownership of KOBAN Tokens is evidenced through the association of a certain number of tokens with a public key or wallet address as recorded on the Sui blockchain. This record serves as verifiable proof of ownership. Each public key is paired with a corresponding private key, which is the sole means of controlling the associated KOBAN Tokens.

To execute any transaction involving KOBAN Tokens, the token holder must generate a digital signature using their private key. This signature cryptographically proves the token holder's authorization. Consequently, possession and control of the private key are paramount for exercising ownership rights over KOBAN Tokens. KOBAN Tokens are not subject to additional tracking mechanisms, lacking serial numbers or unique identifiers. This design ensures their interchangeability and fungibility.

Because a tokenholder's control of the private key is critical to controlling the KOBAN Tokens, holders must ensure the security and privacy of their relevant private keys. If a private key is lost, compromised, or stolen, the token holder will permanently lose control of the associated KOBAN Tokens, resulting in the inability to transfer any tokens associated with that private key, which in turn will result in the tokenholder's inability to transfer any KOBAN Tokens associated with such private key. In the event the private key is stolen or otherwise obtained by an unauthorized person, such unauthorized person will be able to control the KOBAN Tokens associated with such private key and may thus transfer such KOBAN Tokens to another person without the tokenholder's permission.

Functionality of KOBAN Tokens

Users within the Lucky Kat Ecosystem and Takibi Protocol will be able to utilize KOBAN Tokens in the following ways:

In-Game Utilities

- **Tournament Participation**: Users can pay entry fees using KOBAN for various gaming tournaments, with 80% of tokens going to prize pools and 20% to ecosystem development.
- **In-Game Asset Purchases**: KOBAN can be used to buy exclusive NFTs with purchase discounts compared to other payment methods.
- **In-Game Currency Conversion**: Users can exchange KOBAN for in-game currency at a 20% discount.
- **Exclusive Boosts**: Special in-game advantages and progression acceleration are available exclusively through KOBAN.

Cross-Game Functionality

- **Asset Transfers**: KOBAN enables users to transfer assets between different games in the Lucky Kat Ecosystem with reduced fees compared to other payment methods.
- **Cross-Game Compatibility**: The token serves as a unified currency across multiple gaming environments.

Staking and Rewards

- **Tiered Staking System**: Users can stake KOBAN to access different tiers of benefits.
- **Enhanced Resource Collection**: Staking KOBAN provides bonuses for collecting in-game resources.
- **Exclusive NFT Access**: Stakers gain access to premium NFTs and special content.

Takibi Protocol Utilities

- Node Operation Rewards: KOBAN serves as the primary reward mechanism for incentivizing Takibi light and service nodes.
- Staking for Node Operation: Node operators must stake KOBAN to participate in the network.
- Governance Participation: Token holders can participate in governance decisions regarding the protocol's development.
- Revenue Sharing: In the future, node operators will receive a portion of Takibi Protocol's revenue in KOBAN.
- Developer Discounts: Game studios and developers receive discounts on Takibi Protocol services when paying with KOBAN.

Secondary Markets

While KOBAN Tokens may be technically transferable on digital asset trading platforms or other venues, WAGMI Limited does not endorse or encourage any use of the tokens beyond their intended functionality within the Lucky Kat ecosystem and on the Takibi Protocol.

WAGMI Limited is currently pursuing a token distribution strategy that includes allocations for public sale, treasury, community development, and liquidity reserves. The company's primary focus remains on developing and supporting the Lucky Kat gaming ecosystem and the Takibi Protocol, ensuring the utility and functionality of KOBAN Tokens within those environments.

Token Supply

The initial supply of KOBAN Tokens is 2,500,000,000 tokens. The total supply of KOBAN Tokens will be allocated as described in "Plan of Distribution".

Limited KOBAN Token-Related Rights

KOBAN Tokens are utility tokens designed to facilitate various functions on the Takibi Protocol and within the Lucky Kat Ecosystem. Holding KOBAN Tokens does not grant you any ownership or control rights in the Company, its affiliates, or any third-party developer. Specifically, KOBAN Tokens do not:

- Represent an equity interest in the Company or any other entity
- Entitle you to receive payments, profits, interest, or any other form of financial return
- Confer voting rights in the Company, its affiliates, or third-party developers, including the election of board members

Secondary Markets

While KOBAN Tokens may be technically transferable on digital asset trading platforms or other venues, WAGMI Limited does not endorse or encourage any use of the tokens beyond their intended functionality within the Lucky Kat ecosystem and on the Takibi Protocol.

WAGMI Limited is currently pursuing a token distribution strategy that includes allocations for public sale, treasury, community development, and liquidity reserves. The company's primary focus remains on developing and supporting the Lucky Kat gaming ecosystem and the Takibi Protocol, ensuring the utility and functionality of KOBAN Tokens within those environments.

DESCRIPTION OF THE TAKIBI PROTOCOL

Overview

The Takibi Protocol is a full-stack Web3 gaming infrastructure being developed by WAGMI Limited that aims to bridge traditional gaming experiences with blockchain technology. Built initially on the Sui blockchain, the protocol will provide game developers with a comprehensive suite of tools and services to integrate Web3 capabilities without requiring deep blockchain expertise.

Takibi Protocol will address key challenges faced by game developers entering the Web3 space, including complex blockchain integration, interoperability limitations, and poor user experiences. By offering modular, developer-friendly solutions, Takibi will enable seamless integration of blockchain features into new and existing games while maintaining the quality and accessibility that players expect from traditional gaming experiences.

Core Principles

The Takibi Protocol is built on several foundational principles:

1. **Accessibility:** Lowering the barrier to entry for game developers to integrate blockchain technology without sacrificing game quality or user experience.
2. **Interoperability:** Creating a framework where assets and player progress can move seamlessly between different games within the ecosystem.
3. **Scalability:** Building infrastructure that can handle growing player bases and transaction volumes while maintaining performance.
4. **Security:** Implementing robust security measures to protect player assets and game integrity.
5. **Developer Autonomy:** Providing flexible tools that empower developers to implement blockchain features according to their unique game requirements.

Core Architecture and Functionality

Dynamic NFT Framework

Beyond the basic NFT utilities described in “Description of the KOBAN Tokens”, the Takibi Protocol's NFT framework offers:

- **Evolution Mechanics:** Technical infrastructure supporting NFTs that evolve based on gameplay achievements, time-based parameters, or specific trigger events
- **Asset Composition System:** Tools allowing developers to create composite NFTs from multiple component parts, each with their own attributes and properties
- **Metadata Management:** Advanced systems for handling complex metadata structures that support rich game mechanics

Anti-Cheat Protection (AGV)

The Asset Genuity Verification system forms a core component of the protocol:

- **Blockchain-Based Verification:** Mechanisms that leverage the immutability of blockchain to verify in-game actions
- **Consensus Validation:** Multi-node validation protocols for critical game states to prevent exploitation
- **Security Monitoring:** Real-time analysis tools to detect and respond to potential security threats

Multiplayer and Tournament Infrastructure

Expanding on the tournament functionality mentioned in the token utilities section:

- **Decentralized Match Orchestration:** Coordination of distributed gaming sessions without requiring central servers
- **Verifiable Results:** Cryptographic proof of match outcomes for competitive integrity
- **Reward Distribution Automation:** Smart contract systems that automatically allocate tournament prizes based on predefined rules

Developer Integration Layer

The protocol provides a comprehensive toolkit for developers:

- **Blockchain Abstraction Layer:** APIs that allow developers to implement blockchain features without directly managing blockchain interactions
- **Template Libraries:** Pre-built modules for common game mechanics like crafting, trading, and progression systems

- Testing and Simulation Environment: Dedicated infrastructure for testing blockchain game components in a controlled environment

Technical Integration with KOBAN Token

The protocol's architecture directly incorporates the KOBAN token through:

- Node Operation System: Technical infrastructure for node operators, including validation mechanics and reward distribution
- Smart Contract Integration: Pre-built contract templates incorporating KOBAN for various game economic models
- Protocol Fee Structure: Technical implementation of discounted fees for developers using KOBAN

Lucky Kat Ecosystem Positioning

The Takibi Protocol has been designed as an open infrastructure that extends beyond any single game or studio. Its initial deployment within the Lucky Kat Ecosystem provides a proving ground for the technology, while its architecture supports broad adoption across the gaming industry:

- Independent Technical Stack: While initially showcased through Lucky Kat's games Panzerdogs and Cosmocadia, the protocol is built as a standalone technical infrastructure
- Open API Access: Technical specifications and APIs designed for integration by third-party developers
- Scalable Architecture: Infrastructure capable of supporting multiple concurrent games and applications

The Takibi Protocol represents the technical foundation upon which the KOBAN token utilities are built, providing the underlying infrastructure that enables the token functionalities described in the previous section. Together, they form a comprehensive solution for Web3 gaming that addresses both economic incentives and technical implementation challenges.

State of the Project

The following graphic highlights some of the Company's development efforts to date and prospective roadmap.



Competitive Landscape

The Takibi Protocol and Lucky Kat Ecosystem operate in the rapidly evolving Web3 gaming market. This section identifies certain entities that may be considered competitors but is not exhaustive. The competitive landscape may change significantly as the market develops.

Web3 Gaming Ecosystems

Several established projects operate in the Web3 gaming space, including:

- The Sandbox: A virtual world platform where players can build, own, and monetize gaming experiences. The Sandbox uses SAND tokens for transactions within its ecosystem and has formed partnerships with various brands and content creators.
- Gala Games: A blockchain gaming platform with multiple games across different genres. Gala Games operates using its native GALA token and utilizes a node-based system to support its network.
- Immutable X: A Layer-2 scaling solution for Ethereum focused on gaming and NFT applications, offering gas-free minting and trading capabilities.

Gaming Infrastructure Providers

The Takibi Protocol may compete with various blockchain gaming infrastructure providers, including:

- Enjin Platform: A platform that offers tools for developing and integrating blockchain assets into games, with NFTs backed by the ENJ token.
- Flow Blockchain (Dapper Labs): A blockchain designed specifically for games and digital collectibles, featuring a developer-friendly programming language called Cadence.
- Shinami's Gaming Suite: An infrastructure offering on the Sui blockchain that includes node access, gas sponsorship, and wallet abstraction tools.

Mobile and Web3 Integration Solutions

As gaming continues to evolve across platforms, certain companies focus on bridging traditional and Web3 gaming:

- PlayEmber (formerly Joyride): Provides tools for mobile game developers to incorporate blockchain features and NFT functionality.
- Fractal: Offers an NFT marketplace and gaming platform with tournament infrastructure and player engagement tools.

Risk Factors Related to Competition

The competitive landscape presents several risks:

- Many competitors have earlier market entry, established user bases, and recognized brand presence.
- Certain competitors may have secured strategic partnerships that provide competitive advantages.
- Technological innovations by competitors could impact the adoption of the Takibi Protocol.
- Competitors may develop similar features or functionalities to those offered by the Takibi Protocol.
- The Web3 gaming market is evolving rapidly, and new competitors may emerge with superior offerings.

Nothing in this section should be construed as a representation regarding the likelihood of success of the Takibi Protocol or Lucky Kat Ecosystem relative to any competitor. The competitive landscape is constantly evolving, and past performance of competitors does not indicate future results.

PLAN OF DISTRIBUTION

This Offering of KOBAN Tokens will be deemed to be fully subscribed once the aggregate purchase amount (of TPAs) meets the Offering Size (see “Terms of the Offering”).

Distribution of KOBAN Tokens

The 2,500,000,000 KOBAN Tokens, consisting of the initial minted supply of KOBAN Tokens, will be distributed as follows:

Allocation	Tokens	%
Private Sales: (Reg D)		
Seed Round Contributors	109,000,000	4.36%
Strategic Round Contributors	232,142,860	9.29%
Private Round Contributors	26,500,000	1.06%
KOL Round Contributors	25,000,000	1.00%
Public Sales:		
Community Pre-Sale (Republic - Regulation D)	1,100,000	0.04%
Republic Sale (Regulation D)	10,199,495	0.41%
Community Pre-Sale (Republic - Concurrent Offering)	4,400,000	0.18%
Republic,DAO Maker and Other Sales (Concurrent Offerings).	66,050,505	2.64%
Other Public Sales	25,000,000	1.0%
Advisors	75,000,000	3.00%
Liquidity & Listings	359,232,140	14.37%
Team	275,000,000	11.00%
Treasury	259,375,000	10.38%
Ecosystem Development	144,500,000	5.78%
Airdrops	125,000,000	5.00%
Incubation	250,000,000	10.00%
Marketing	150,000,000	6.00%
Game Rewards	362,500,000	14.50%
Total Token Allocation:	2,500,000,000*	100.00%*

***Values in table rounded up or down for the smallest increment expressed**

Private Sales. A total of 392,642,860 KOBAN Tokens, equal to 15.71% of the initial network supply, is allocated to investors across multiple fundraising rounds per the below:

- **Seed Round (Round 1):** 109,000,000 KOBAN Tokens, equal to 4.36% of the initial network supply will be allocated to certain contributors as presented in the table above. These tokens are subject to a 12-month lock up period followed by a 33-month linear vesting schedule with 0% unlocked at TIE.
- **Strategic Round (Round 2):** 232,142,860 KOBAN Tokens, equal to 9.29% of the initial network supply will be allocated to certain contributors as presented in the table above. These tokens are subject to a 12-month lock up period followed by a 33-month linear vesting schedule with 0% unlocked at TIE.
- **Private Round (Round 3):** 26,500,000 KOBAN Tokens, equal to 1.06% of the initial network supply will be allocated to certain contributors as presented in the table above. These tokens are subject to a 12-month lockup period followed by a 33-month linear vesting schedule with 0% unlocked at TIE.
- **KOLs Round (Round 3.1):** 25,000,000 KOBAN Tokens, equal to 1.00% of the initial network supply will be allocated to certain contributors as presented in the table above. These tokens are subject to a 1-month lockup period followed by a 3-month linear vesting schedule with 10% unlocked at TIE.

Public Sales: A total of 106,750,000 KOBAN Tokens, equal to 4.27% of the initial network supply, is allocated to investors across multiple fundraising rounds per the below:

- **Community Pre-Sale (Republic - Regulation D):** 1,100,000 KOBAN Tokens, equal to 0.04% of the initial network supply, will be sold at \$0.01881 per token. After the twelve-month Restricted Period, KOBAN Tokens will be delivered to each Purchaser's designated Sui wallet subject to a 3-month linear unlock schedule.
- **Republic Sale (Regulation D):** A total number of 10,199,495 KOBAN Tokens equal to 0.41% of the initial network supply, will be sold at \$0.0198 per token. After the 12-month Restricted Period, KOBAN Tokens will be delivered to each Purchaser's designated Sui wallet subject to a 3-month linear unlock schedule.
- **Community Pre-Sale (Republic - Concurrent Offering):** 4,400,000 KOBAN Tokens, equal to 0.18% of the initial network supply, will be sold at \$0.01881 per token. KOBAN Tokens in this distribution category are subject to by a 3 month unlock schedule. 10% of the KOBAN Tokens in this category will be delivered to the Purchaser's designated Sui wallet address following TIE with the balance being delivered thereafter pursuant to the above unlock schedule.
- **Republic, DAO Maker and Other Sales (Concurrent Offerings):** A total number of 66,050,505 KOBAN Tokens, equal to 2.64% of the initial network supply, will be sold at \$0.0198 per token through concurrent sales to be conducted on the Republic Platform, DAO Maker, a token offering platform, and a separate third-party platform, which has not yet been finalized as of the date of this Offering Statement,⁴ under Regulation S. This category consists of: (i) 40,797,980 KOBAN Tokens being offered for sale on the Republic Platform; (ii) 20,202,020 KOBAN Tokens being offered for sale on DAO Maker; and (iii) 5,050,505 KOBAN Tokens on the platform yet to be finalized. KOBAN Tokens in this distribution category are subject to a 1-month lock-up followed by a 3-month linear unlock schedule. 30% of the KOBAN Tokens in this category will be delivered to each Purchaser's designated Sui wallet address following TIE with the balance being delivered thereafter pursuant to the above unlock schedule.
- **Other Public Sales.** A total number of 25,000,000 KOBAN Tokens, equal to 1% of the initial network supply of the KOBAN Tokens, will be allocated to future public sales following TIE. Tokens under this category may be subject to delivery restrictions.

Advisors. A total of 75,000,000 KOBAN Tokens, equal to 3.0% of the initial network supply, is allocated to project advisors as rewards for their contributions. Tokens under this distribution category are subject varying delivery restrictions and lock-up schedules, with 5% of the total tokens supply with 1-month lockup, 24-month of linear vesting, and 50% of tokens from this pool unlocked at TIE.

Liquidity & Listings: A total of 359,232,140 KOBAN Tokens, equal to 14.37% of the initial network supply, is allocated for exchange listings and market liquidity. These tokens are subject to a 1-month lockup period followed by a 12-month linear unlock schedule with 45.34% (162,875,852 tokens) unlocked at TIE.

Team. A total of 275,000,000 KOBAN Tokens, equal to 11.0% of the initial network supply, is allocated to the Lucky Kat team and future employees. These tokens are subject to delivery restrictions and vesting schedules, with 12-months lockup and 33-month linear vesting, and 0% unlocked at TIE.

Treasury/ Company Reserve. A total of 259,375,000 KOBAN Tokens, equal to 10.37% of the initial network supply, is allocated to the project treasury for financial reserves and future development needs. These tokens are subject to a 6-month lockup period followed by a 48-month linear unlock schedule with 0% unlocked at TIE.

Ecosystem Development. A total of 144,500,000 KOBAN Tokens, equal to 5.78% of the initial network supply, is allocated for funding future ecosystem development initiatives. These tokens are subject to a 6-month lockup period followed by a 48-month linear unlock schedule with 35% (50,575,000 tokens) unlocked at TIE.

Airdrops. A total of 125,000,000 KOBAN Tokens, equal to 5.0% of the initial network supply, is allocated for community airdrops and incentivization programs. These tokens are subject to a 1-month lockup period followed by a 24-month linear vesting schedule with 50% (62,500,000 tokens) unlocked at TIE.

Incubation. A total of 250,000,000 KOBAN Tokens, equal to 10.0% of the initial network supply, is allocated for incubating external initiatives and value-adding projects within the ecosystem. These tokens are subject to a 1-month lockup period followed by a 59-month linear unlock schedule with 30% (75,000,000 tokens) unlocked at TIE.

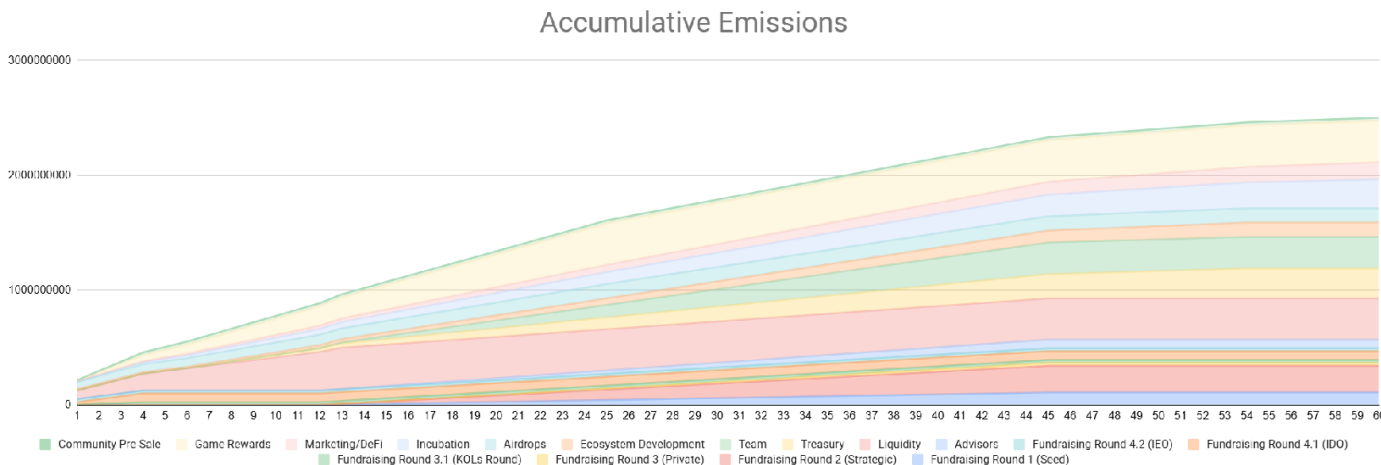
⁴ If not completed concurrently, such portion (5,050,505 KOBAN Tokens) may instead be offered in a future public sale and reclassified accordingly

Marketing. A total of 150,000,000 KOBAN Tokens, equal to 6.0% of the initial network supply, is allocated for marketing activities, partnerships, and DeFi initiatives. These tokens are subject to a 1-month lockup period followed by a 59-month linear unlock schedule with 40% (60,000,000 tokens) unlocked at TIE.

Game Rewards. A total of 362,500,000 KOBAN Tokens, equal to 14.5% of the initial network supply, is allocated for in-game rewards, tournament prize pools, and player incentives. These tokens are subject to a 1-month lockup period followed by a 24-month linear unlock schedule with 45% (163,125,000 tokens) unlocked at TIE.

KOBAN Token Supply Release Schedule

The figure below shows the change in KOBAN Token supply over time as the KOBAN Tokens vest as per the terms described above.



Purchaser Qualifications

Only persons of adequate financial means who have no need for present liquidity with respect to this purchase should consider purchasing the KOBAN Tokens offered hereby because: (i) a purchase of the KOBAN Tokens involves a number of significant risks (see “[Risk Factors](#)”); (ii) no market for the KOBAN Tokens currently exists; and (iii) there is no established trading market for the KOBAN Tokens and it is possible that a robust public market will never develop for the KOBAN Tokens. The sale of KOBAN Tokens as described herein is intended to be exempt from registration under the Securities Act and applicable state securities laws.

This Offering is limited solely to Purchasers who are accredited investors as defined in Regulation D under the Securities Act, meaning only those persons or entities coming within the definition in Rule 501 of Regulation D, including *among others*, any one or more of the following categories:

- (i) Any bank, as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker-dealer registered pursuant to Section 15 of the Exchange Act; any insurance company, as defined in Section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; and any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, that is either a bank, savings and loan association, insurance company or registered investment advisor, if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by person(s) that are accredited investor(s);
- (ii) Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;
- (iii) Any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, any corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring the Common Stock, with total assets in excess of \$5,000,000;

- (iv) Any management of the Company;
- (v) Any natural person whose individual net worth, or joint net worth with that person's spouse, exclusive of the value of the person's primary residence net of any mortgage debt and other liens, at the time of his or her purchase exceeds \$1,000,000;
- (vi) Any natural person who had an individual income in excess of \$200,000, or joint income with that person's spouse in excess of \$300,000, in each of the two most recent years and who reasonably expects to reach the same income level in the current year;
- (vii) Any trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Common Stock, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D;
- (viii) Any entity all of whose equity owners are accredited investors;
- (ix) Any entity of a type not listed in paragraphs (i), (ii), (iii), (vii), or (viii) above, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;
- (x) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status;
- (xi) Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;
- (xii) Any "family office" as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940"
 - a. With assets under management in excess of \$5,000,000;
 - b. That is not formed for the specific purposes of acquiring the securities offered, and
 - c. Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;
 or
- (xiii) Any "family client," as defined in rule 202(a)(11)(G)01 under the Investment Advisers Act of 1940, of a family office meeting the requirements in paragraph (xii) above and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (xii)(c) above.

The term "net worth" means the excess of total assets over total liabilities, exclusive of the value of your primary residence net of any mortgage debt and other liens. In determining income, you should add to your adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depreciation, contributions to an IRA or Keogh retirement plan, alimony payments and any amount by which income from long-term capital gains had been reduced in arriving at adjusted gross income.

As a condition to completing a purchase of the Tokens, you will be required to represent to the Company in writing that you are an accredited investor under Regulation D, as described above, and provide certain documentation in support of such representation. See the section titled "Regulation D Rule 506(c) Investor Verification Stands" in this Private Placement Memorandum for additional information.

Other Requirements

In addition to submitting documentation to confirm one's status as an accredited investor all potential purchasers of the KOBAN Tokens will need to complete requisite know-your-customer and anti-money laundering procedures to purchase KOBAN Tokens.

You should check the Office of Foreign Assets Control (the "OFAC") website at <https://www.treas.gov/ofac> before marking the following representations to the Company: You represent that the amounts paid by you in this sale of KOBAN Tokens as described herein were not and are not directly or indirectly derived from any activities that contravene Federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by the OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of the OFAC-prohibited countries, territories, individuals and entities can be found on the OFAC website at <https://www.treas.gov/ofac>. In addition, the programs administered by the OFAC (the "**OFAC Programs**") prohibit dealing with individuals or entities in certain countries, regardless of whether such individuals or entities appear on any OFAC list;

- (i) you represent and warrant that none of (1) you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with this purchase is a country, territory, entity or individual named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any subscription amounts from a prospective Purchaser if such prospective Purchaser cannot make the representation set forth in the preceding sentence. You agree to promptly notify the Company should you become aware of any change in the information set forth in any of these representations. You are advised that, by law, the Company may

be obligated to “freeze the account” of any Purchaser, either by prohibiting additional subscription from it, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and that the Company may also be required to report such action and to disclose such Purchaser’s identity to the OFAC;

- (ii) you represent and warrant that none of: (1) you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with this purchase is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure, as such terms are defined in the footnotes below; and
- (iii) if you are affiliated with a non-U.S. banking institution (a “*Foreign Bank*”), or if you receive deposits from, make payments on behalf of, or handle other financial transactions related to a Foreign Bank, you represent and warrant to the Company that: (1) the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

The Company is entitled to rely upon the accuracy of each of your representations. The Company may, but under no circumstances shall it be obligated to, require additional evidence that a prospective purchaser meets the standards set forth above at any time prior to its acceptance of a prospective purchaser’s subscription. You are not obligated to supply any information so requested by the Company, but the Company may reject a subscription from you or any person who fails to supply such information. In addition, if at any time after completion of the sale of the KOBAN Tokens the representations concerning Purchaser’s compliance with the OFAC Programs becomes untrue, the Company may be required to take certain actions, including refusal to deliver the KOBAN Tokens after Listing and reporting the transaction(s) to the relevant governmental authorities.

ODB

ODB provides hosting and operational services for the Offering. ODB’s connection to the offering is solely for the limited purposes of acting as a third-party service provider. ODB and its affiliates do not provide tax, accounting or legal advice — all recipients are advised to consult with their own advisers. Neither ODB nor its affiliates have investigated (nor have any of its affiliates investigated) the desirability or advisability of participation in this offering or the Interests offered herein. ODB and its affiliates make no representations, warranties, endorsements, or judgment on the merits of the offering or the Interests offered herein.

Delivery of KOBAN Tokens

KOBAN Tokens will be issued to Purchasers in a transaction exempted from the registration requirements of the Securities Act pursuant to Section 3(a)(9) of the Securities Act or another available exemption to the extent that U.S. federal securities laws apply.

On the Token Integration Event, the KOBAN Tokens will be minted and delivered to Purchasers according to the terms specific to their TPA. The Tokens will be delivered to either a wallet address provided upon contribution or will be made available by other means as agreed upon among the Company, ODB, and the applicable Purchaser.

Prior Offerings

Completed and Partially Completed Private Sale Rounds (2022 to Present):

- **Seed Round:**
The Company conducted a Seed Sale, raising \$872,000⁵ for 109,000,000 KOBAN Tokens at an average price of \$0.008 per token. The tokens are subject to a 12-month lock up period from the Token Integration Event followed by a 33 month of linear unlock schedule.
- **Strategic Sale:**
The Company sold 232,142,860 KOBAN Tokens at \$0.014 per token, raising \$3,250,000. These tokens are subject to a 12-month lockup period from the Token Integration Event, followed by a 33-month linear unlock schedule.
- **KOLs Round:**
The Company has allocated 25,000,000 KOBAN Tokens at \$0.019 per token to sales to KOLs, to date it has raised \$33,000. These tokens are subject to a 1-month lockup period, followed by a 3 month linear unlock schedule, with 10% unlocked as of the Token Integration Event.

⁵ See Footnote 1 with regards to USD to Euro conversion rate.

NOTICE TO PURCHASERS

This Offering has not been registered or qualified under the securities laws of any jurisdiction anywhere in the world. The KOBAN Tokens, if issued, are being offered and sold only in jurisdictions where such registration or qualification is not required, including pursuant to applicable exemptions that generally limit the Purchasers who are eligible to purchase the KOBAN Tokens, if issued, and that restrict the KOBAN Tokens' resale. **The KOBAN Tokens delivered may not be offered, sold, assigned, transferred, pledged, encumbered, or otherwise disposed of except as permitted under applicable securities laws and the additional restrictions imposed on the KOBAN Tokens hereunder. In addition, holders of KOBAN Tokens will not be able to transfer their KOBAN Tokens until such KOBAN Tokens have been released from any delivery restrictions to which they are subject.**

Procedures for Subscribing

We plan to market this Offering to potential Purchasers through the Republic Platform. We will hold a closing after ODB has received notification that the terms have been met. We generally will close on proceeds based upon the order in which they are received but reserve the right to accept or reject any purchase. We will consider various factors in determining the timing of any additional closings.

Closing Requirements

In order to complete the closing process in this Offering, each Purchaser will be required to complete such Closing Requirements as may be requested by ODB on behalf of the Company, which may include, without limitation: (1) the execution and delivery of a Token Purchase Agreement; (2) completion of purchaser qualification requirements (lack of status as an accredited investor under Regulation D and KYC/AML or KYB (if applicable)) screening requirements; (3) clearance from ODB's regulation best interest requirements, and (4) confirmation by ODB of receipt of funds, if applicable.

Notice Concerning the Securities Act

The KOBAN Tokens have not been registered under the Securities Act or any securities laws of any state, and unless so registered, the KOBAN Tokens may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or such other applicable securities laws. Accordingly, the KOBAN Tokens are being initially offered and sold only to (1) "accredited investors" (as defined under Regulation D), in each case, in a private transaction in reliance on, and in compliance with, the exemption from the registration requirements of the Securities Act provided by Rule 506(c) of Regulation D under the Securities Act, and (2) non-U.S. persons outside the United States in offshore transactions in reliance upon Regulation S under the Securities Act.

As used herein, the terms "United States", "U.S. person" and "offshore transactions" have the meanings given to them in Regulation S under the Securities Act.

Representations and Warranties of Purchasers

In addition to the representations, warranties, and covenants pursuant to Section 5 of the TPA, each purchaser that executes a TPA will also be deemed to have acknowledged, represented, and warranted to, and agreed with, the Company as follows:

- (1) It understands and acknowledges that (i) the KOBAN Tokens, has not been and will not be registered under the Securities Act or any other applicable securities law, unless required by applicable law, (ii) the KOBAN Tokens are being offered for sale in transactions not requiring registration under the Securities Act or any other applicable U.S. state securities law, (iii) the KOBAN Tokens, if issued, will be issued in transactions not requiring registration under the Securities Act or any other applicable U.S. state securities law, (iv) the TPA's are non-transferable and may not be offered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of, unless so authorized, and (v) the KOBAN Tokens may not be offered, sold or otherwise transferred or disposed of, except in compliance with the registration requirements of the Securities Act and any other applicable securities law, or pursuant to an exemption therefrom and, in compliance with the conditions for transfer set forth in paragraphs (5) and (9) below.
- (2) It acknowledges that this Memorandum relates to an offering that is exempt from registration under the Securities Act and may not comply in important respects with SEC rules that would apply to an offering document relating to a public offering of securities. Purchaser must acknowledge that it is an "accredited investor" (as defined in Regulation D) acquiring the TPA, and it is aware that the TPA and the KOBAN Tokens, when issued, are being issued in reliance on an exemption from the registration requirements of the Securities Act.

- (3) It acknowledges that the execution of a TPA is also the purchase of KOBAN Tokens, if, as, and when they are issued.
- (4) In addition to all applicable transfer restrictions under applicable securities laws, it acknowledges and agrees that: (i) holders of the TPA's may never offer, sell, assign, transfer, pledge, encumber, or otherwise dispose of the TPA and (ii) the KOBAN Tokens may not be offered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of until such time as the Company (A) designates or creates a Designated Exchange and notifies KOBAN Tokenholders thereof or (B) notifies KOBAN Tokenholders that peer-to-peer transfers will be permitted and provides holders with the requirements and conditions to effect peer-to-peer transfers.
- (5) It acknowledges that neither the Company, nor any of its representatives or affiliates, have made any statement, representation, or warranty, express or implied, to it other than the information contained in this Memorandum, which has been delivered to it and upon which it is solely relying in making its decision with respect to the KOBAN Tokens. It has had access to such financial and other information concerning the Company and the KOBAN Tokens as it has deemed necessary in connection with its decision to participate in the Offering, including an opportunity to ask questions of and request information from the Company, and such information has been made available to it.
- (6) It is the KOBAN Tokens, when issued, for its own account, or for one or more Purchaser accounts for which it is acting as a fiduciary or agent, in each case for investment, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or any other applicable securities laws, subject to any requirement of law that the disposition of its property or the property of such Purchaser account or accounts be at all times within its or their control and subject to its or their ability to resell the KOBAN Tokens, when issued, pursuant to Rule 144A if applicable, Section 4(a)(6), Regulation S, or any other exemption from registration available under the Securities Act, in each case, subject to the conditions set forth in (9).
- (7) Each holder of the KOBAN Tokens acknowledges that the Company is not making any representations as to the availability of Securities Act Rule 144 if applicable for resale of the KOBAN Tokens, when issued.
- (8) Each holder of a TPA acknowledges that:

The TPA will contain a legend substantially to the following effect:

THIS SECURITY (i.e., the TPA), AND ANY TOKENS WHEN ISSUED PURSUANT TO IT (THE "**KOBAN TOKENS**"), HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY, NOR ANY INTEREST OR PARTICIPATION HEREIN, MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNDER ANY CIRCUMSTANCES. EACH HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF REPRESENTS THAT (A) IT IS AN "ACCREDITED INVESTOR" (AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT) OR (B) IT IS NOT A "U.S. PERSON" AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH ACQUISITION IS MADE.

HEDGING TRANSACTIONS INVOLVING THE KOBAN TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

REGULATION D ONLY (THE "**REGULATION D LEGEND**"): THE HOLDER OF ANY KOBAN TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH KOBAN TOKENS, PRIOR TO THE EXPIRATION A ONE-YEAR LOCK-UP PERIOD WITH RESPECT TO THE KOBAN TOKENS (THE "**RESALE RESTRICTION TERMINATION DATE**"), ONLY IN COMPLIANCE WITH THE SECURITIES LAWS, INCLUDING, WHERE APPLICABLE, (A) PURSUANT TO SECURITIES ACT RULE 144, (B) PURSUANT TO A COMPLIANT REGULATION S RESALE OR (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, SUBJECT, IN EACH OF THE FOREGOING CASES, TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH PURCHASER ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS, INCLUDING SECURITIES LAWS OF ANY U.S. STATE OR ANY OTHER APPLICABLE JURISDICTION.

THE HOLDER OF THIS TOKEN OR INTEREST BY ITS ACCEPTANCE WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (1) NO PORTION OF THE ASSETS USED BY SUCH HOLDER TO ACQUIRE OR HOLD THIS TOKEN OR INTEREST CONSTITUTES THE ASSETS OF AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED

("ERISA"), A PLAN TO WHICH SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") APPLIES (INCLUDING AN INDIVIDUAL RETIREMENT ACCOUNT), AN ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE PLAN ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN, OR PLAN, A GOVERNMENTAL PLAN (AS DEFINED IN SECTION 3(32) OF ERISA), A CHURCH PLAN (AS DEFINED IN SECTION 3(33) OF ERISA) THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN, OR (2)(A) THE HOLDER IS, OR IS USING, THE ASSETS OF A GOVERNMENTAL PLAN, A CHURCH PLAN THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN AND (B) THE ACQUISITION AND HOLDING OF THIS INTEREST OR TOKEN WILL NOT CONSTITUTE A VIOLATION UNDER ANY APPLICABLE PROVISIONS UNDER ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT REGULATE SUCH PLAN'S INVESTMENTS.

Each Purchaser of a TPA acknowledges, such Purchaser agrees to be bound by the legends set forth in this paragraph

- (1) Notwithstanding any differences appearing in the legend appearing on the TPA previously delivered to such Purchaser. The legends set forth in this paragraph (9) shall be deemed to be set forth on any such TPA delivered prior to the date of this Memorandum.
- (2) It agrees that it will not transfer KOBAN Tokens unless it is given reasonable assurance that each person to whom it transfers KOBAN Tokens receives notice of any restrictions on transfer of such KOBAN Tokens.
- (3) If it is an acquirer in a transaction that occurs outside the United States within the meaning of Regulation S, it acknowledges that until the expiration of the Distribution Compliance Period (as defined in Regulation S under the Securities Act), any offer or sale of the KOBAN Tokens within the United States or to a U.S. Person by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.
- (4) It acknowledges that the Company or its transfer agent, for the KOBAN Tokens will not be required to accept for registration of transfer any KOBAN Tokens, except upon presentation of evidence (including an opinion of counsel) satisfactory to the Company and the Transfer Agent, that the restrictions set out therein have been complied with.
- (5) It understands that no action has been taken in any jurisdiction in the U.S. or elsewhere by the Company that would result in a public offering of the KOBAN Tokens or the possession, circulation or distribution of this Memorandum or any other material relating to the Company or the KOBAN Tokens in any jurisdiction where action for such purpose is required. Consequently, any transfer of the KOBAN Tokens will be subject to the transfer restrictions set forth under this "Notice to Purchasers."
- (6) It (a) is able to act on its own behalf in the transactions contemplated by this Memorandum, (b) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its prospective purchase of the Interests and (c) (or the account for which it is acting as a fiduciary or agent) has the ability to bear the economic risks of its prospective purchase of the Tokens, and can afford the complete loss of such purchase.
- (7) It acknowledges that the Company will rely upon the truth and accuracy of the acknowledgements, representations, warranties, and agreements set forth in this "Notice to Purchasers" section and agrees that, if any acknowledgements, representations, warranties, and agreements deemed to have been made by its participation in the Offering are no longer accurate, it will promptly notify the Company. If it is acquiring the KOBAN Tokens as a fiduciary or agent for one or more Purchaser accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the acknowledgements, representations, warranties, and agreements set forth in this "Notice to Purchasers" section on behalf of each such Purchaser account.
- (8) Either (i) the Purchaser is not acquiring or holding such KOBAN Tokens or an interest therein with the assets of (A) an employee benefit plan that is subject to Part 4 of Subtitle B of Title I of ERISA, (B) a "plan" to which Section 4975 of the Code applies (including an individual retirement account), (C) an entity deemed to hold "plan assets" of any of the foregoing by reason of an employee benefit plans or plan's investment in such entity, (D) a governmental plan (as defined in Section 3(32) of ERISA), (E) a church plan (as defined in Section 3(33) of ERISA) that has not made an election under Section 410(d) of the Code, or (F) a non-U.S. plan, or (ii) the Purchaser is acquiring or holding such Interests or an interest therein with the assets of (A) a governmental plan, a church plan that has not made an election under Section 410(d) of the Code, or a non-U.S. plan and (B) the acquisition and holding of such Interests by the Purchaser, throughout the period that it holds the Interests and the disposition of such Interests or an interest therein will not constitute or result in a violation of any provisions of any applicable United States federal, state or local laws or non-U.S. laws that regulate such plan's investments.

Limitation of Liability and Indemnification

To the fullest extent permitted by applicable law, (i) in no event will the Company be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to this Memorandum, TPAs, or KOBAN Tokens, regardless of the form of action, whether based in contract, tort, or any other legal or equitable claim (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) in no event will the liability of the Company, whether in contract, tort, or other legal or equitable claim, arising out of or relating to this Memorandum, KOBAN Tokens exceed the amount the Purchaser pays to the Company hereunder. The Company shall not be liable or responsible to the Purchaser, not be deemed to have defaulted under or breached this Memorandum, for any failure or delay in fulfilling or performing any provision of this Memorandum, including without limitation, and delivering the KOBAN Tokens.

The constitution of the Company provides for the indemnification of Company management against any liability incurred by such management in connection with any negligence, breach of duty, or breach of trust arising out of their performance as management of the Company.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to the management, officers, and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and may, therefore, be unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by management, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such management, or controlling person in connection with the securities being offered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue. We believe that these provisions and agreements are necessary to attract and retain qualified persons as our management. At present, there is no pending litigation or proceeding involving our management for whom indemnification is required or permitted, and we are not aware of any threatened litigation or proceeding that may result in a claim for indemnification.

The Company has agreed to indemnify ODB against liabilities relating to any investigation, claim, or proceeding stemming from the Offering, liabilities arising from breaches of some or all of the representations and warranties contained in the Listing Agreement, and to contribute to payments that ODB may be required to make for these liabilities.

ODB and their respective affiliates are engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. ODB and their respective affiliates may in the future perform various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

Potential Conflicts of Interest

This Memorandum does not purport to identify all conflicts of interest. ODB or its affiliates, from time to time, may enter into other transactions not specifically described in this Memorandum with affiliates, officers, managers, members, employees, agents and representatives.

Amounts earned by ODB, including but not limited to success-based commissions, placement fees, and closing fees will be retained by ODB. This includes the administrative fee ODB charges to the purchase at checkout. See "[Terms of the Offering](#)" for further details on this fee.

TAX CONSIDERATIONS

EACH PURCHASER SHOULD SEEK, AND MUST DEPEND UPON, THE ADVICE OF HIS OR HER TAX ADVISOR WITH RESPECT TO THEIR RECEIPT OF KOBAN TOKENS, AND EACH PURCHASER IS RESPONSIBLE FOR THE FEES OF SUCH ADVISOR. NOTHING IN THIS PRIVATE PLACEMENT MEMORANDUM IS OR SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE TO A PURCHASER. PURCHASERS SHOULD BE AWARE THAT THE INTERNAL REVENUE SERVICE MAY NOT AGREE WITH ALL TAX POSITIONS TAKEN BY US AND THAT CHANGES TO THE INTERNAL REVENUE CODE OR THE REGULATIONS OR RULINGS THEREUNDER OR COURT DECISIONS AFTER THE DATE OF THIS PRIVATE PLACEMENT MEMORANDUM MAY CHANGE THE ANTICIPATED TAX TREATMENT TO A PURCHASER. WE WILL NOT OBTAIN ANY RULING FROM THE INTERNAL REVENUE SERVICE WITH REGARD TO THE TAX CONSEQUENCES OF THE RECEIPT OF OR A PURCHASE OF KOBAN TOKENS.

THE TAX TREATMENT OF KOBAN TOKENS IS UNCERTAIN AND THERE MAY BE ADVERSE TAX CONSEQUENCES FOR THE COMPANY, ITS AFFILIATES, AND/OR PURCHASERS UPON CERTAIN FUTURE EVENTS. THE ISSUANCE OF KOBAN TOKENS MAY RESULT IN ADVERSE TAX CONSEQUENCES TO PURCHASERS, INCLUDING WITHHOLDING TAXES, INCOME TAXES AND TAX REPORTING REQUIREMENTS. EACH PURCHASER SHOULD CONSULT WITH AND MUST RELY UPON THE ADVICE OF ITS OWN PROFESSIONAL TAX ADVISORS WITH RESPECT TO THE UNITED STATES AND NON-U.S. TAX TREATMENT OF THE RECEIPT OF AND A PURCHASE OF KOBAN TOKENS.

REGULATION D RULE 506(C) INVESTOR VERIFICATION STANDARDS

In purchasing Interests through this Offering, the Company is obligated to verify your status as an accredited investor in accordance with Rule 501 of Regulation D. There are three primary methods the Company may employ to comply with the verification standards. Purchasers in this Offering will need to provide the Company with verification that meets the standards and form using one or multiple methods, including, but not limited to:

Income: The Company may verify an individual's status as an accredited investor on the basis of income by reviewing copies of any IRS form that reports net income, such as Forms W-2 or 1099 (which are typically filed by an employer or other third-party payor), or Forms 1040 filed by the Purchaser (with non-relevant information permitted to be redacted). Under this method, the Company must review IRS forms for the two most recent years and obtain a written representation from the prospective Purchaser that he or she has a reasonable expectation of attaining the necessary income level for the current year. Where accredited investor status is based on joint income with the person's spouse, the IRS forms and representation must be provided with respect to both the Purchaser and the spouse.

Net Worth: Under this method, the Company will need to review bank or brokerage statements or third-party appraisal reports to verify the Purchaser's assets and a credit report to verify liabilities, in each case dated within the prior three months, and will need to obtain a written representation from the prospective Purchaser that all liabilities have been disclosed. Where accredited investor status is based on joint net worth with the person's spouse, the asset and liability documentation and representation must be provided with respect to both the Purchaser and the spouse.

Reliance on Determination by Specified Third Parties: The Company may satisfy the verification requirement if it obtains a written confirmation from a registered broker-dealer, a registered investment adviser, a licensed attorney, or a certified public accountant that within the prior three months such person or entity has taken reasonable steps to verify that the Purchaser is an accredited investor and has determined that the Purchaser is an accredited investor. Proper verification must be submitted with your subscription for securities in order for the Company to verify your suitability for investment and accept your subscription.

ADDENDUM A
COMPANY UNAUDITED FINANCIALS

WAGMI Limited

Report and Financial Statements
for the year ended 31 December 2023

Registered number: 122206



WAGMI Limited

Annual report and financial statements for the year ended 31 December 2023

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WAGMI Limited

Directors, officers and other information

Registration no (Gibraltar) 122206

Directors

Marcus Goran Oscar Teilman

John Albert Azzopardi

Secretary

Line Secretaries Limited

57/63 Line Wall Road

Gibraltar

Registered office

Madison Building

Midtown

Queensway

Gibraltar

Auditor

BDO Limited

5.20 World Trade Center

6 Bayside Road

Gibraltar



WAGMI Limited

Directors' report for the year ended 31 December 2023

The directors present their annual report and the audited financial statements of WAGMI Limited (hereafter referred to as "the Company") for the year ended 31 December 2023.

Principal activities

The Company is a developer, adapter and publisher of games based on latest blockchain technology.

Business review and future outlook

The Company had recorded a profit of €582,897 (2022: €92,400) for the financial year.

The Directors have considered the future outlook of the business and have concluded that the business will continue to develop its games into the foreseeable future and make these accessible to the online gaming market and generate future revenues through in game purchases.

Dividends

No dividends were declared or paid during the year (2022: €Nil).

Going concern

The Company had net assets at the balance sheet date of €677,679 (2022: €94,782). The financial statements have been prepared on a going concern basis as the shareholders have undertaken to provide such support as is necessary to enable the Company to meet its obligations as and when they fall due.

Directors

The directors who served during the year and up to the date of the signing of the financial statements are stated below:

Marcus Teilman
John Azzopardi

Statement of directors' responsibilities

The directors are responsible for preparing the directors' report and the financial statements in accordance with applicable law and regulations. Gibraltar company law requires the directors to prepare financial statements for each financial year. Under that law, the directors have prepared the financial statements in accordance with Gibraltar Accounting Standards, comprising Gibraltar Financial Reporting Standard 102 (GFRS 102) and applicable law (Gibraltar Generally Accepted Accounting Practice).

Under Gibraltar company law, the directors must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the Company and of the profit or loss of the Company for that period. In preparing these financial statements, the directors are required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and accounting estimates that are reasonable and prudent;



Statement of directors' responsibilities (continued)

- state whether applicable Gibraltar Accounting Standards, comprising GFRS 102, have been followed, subject to any material departures and explained in the financial statements;
- notify its shareholders in writing about the use of disclosure exemptions, if any, of GFRS 102 used in the preparation of the financial statements; and
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the Company will continue in business.

The directors are responsible for keeping adequate accounting records that are sufficient to show and explain the Company's transactions and disclose with reasonable accuracy at any time the financial position of the Company and enable them to ensure that the financial statements comply with the Companies Act 2014. They are also responsible for safeguarding the assets of the Company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Disclosure of information to auditor

The directors confirm that:

- as far as the directors are aware, there is no relevant audit information of which the Company's auditor is unaware; and
- the directors have taken all the steps that they ought to have taken as a director in order to make themselves aware of any relevant information and to establish that the Company's auditor is aware of that information.

Small companies regime

The financial statements have been prepared in accordance with the provisions applicable to companies subject to the small companies regime.

Independent auditor

The auditor, BDO Limited, was appointed during the year, and a resolution concerning their appointment will be proposed at the Annual General Meeting.

By order of the Board



Director Marcus Teilman
Gibraltar
25 April 2024



John Azzopardi



Tel: +350 20047300
Fax: +350 20047590
www.bdo.gi

5.20 World Trade Center
6 Bayside Road
PO Box 1200
Gibraltar

Independent auditor's report

To the Shareholders of WAGMI Limited

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of WAGMI Limited ("the Company"), which comprise the balance sheet as at 31 December 2023, the profit and loss account and the statement of changes in equity for the year ended 31 December 2023 and notes to the financial statements.

In our opinion, the accompanying financial statements:

- Give a true and fair view of the state of the WAGMI Limited's affairs as at 31 December 2023 and of its profit for the year then ended;
- have been properly prepared in accordance with Gibraltar Financial Reporting Standards (GFRS 102); and
- have been prepared in accordance with the Companies Act 2014

Basis for Opinion

We conducted our audit in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the International Ethics Standards Board for Accountants Code of Ethics for Professional Accountants (IESBA Code), and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of the directors for the financial statements

The directors are responsible for the preparation of financial statements that give a true and fair view in accordance with applicable law in Gibraltar and Gibraltar Financial Reporting Standards, and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the directors are responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Company or to cease operations, or have no realistic alternative but to do so.



Independent auditor's report

To the Shareholders of WAGMI Limited (continued)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with ISAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors.
- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.



Independent auditor's report

To the Shareholders of WAGMI Limited (continued)

Report on Other Legal and Regulatory Requirements

Opinion on other matter prescribed by the Companies Act 2014

In our opinion, based on the work undertaken in the course of the audit:

- the information given in the Directors' Report for the financial year for which the financial statements are prepared is consistent with the financial statements; and
- the Directors' Report has been prepared in accordance with the requirements of the Companies Act 2014.

In the light of the knowledge and understanding of the Company and its environment obtained in the course of the audit, we have not identified any material misstatements in the Directors' Report.

Matters on which we are required to report by exception

We have nothing to report in respect of the matter where the Companies Act 2014 requires us to report to you if, in our opinion, we have not received all the information and explanations we require for our audit.

This report, including the opinion, has been prepared for and only for the Company's members as a body in accordance with Section 257 of the Companies Act 2014 and for no other purpose. We do not, in giving these opinions, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

Christian Summerfield (Statutory Auditor)
for and on behalf of
BDO Limited

5.20 World Trade Center
6 Bayside Road
Gibraltar
25 April 2024

WAGMI Limited

Profit and loss account for the year ended 31 December 2023

	Note	2023 €	18 March 2022 to 31 December 2022 €
Turnover	5	1,351,996	519,468
Cost of sales		-	(80)
Gross profit		1,351,996	519,388
Operating expenses	6	(873,204)	(435,596)
Interest receivable		104,105	8,608
Profit on ordinary activities before taxation		582,897	92,400
Tax on profit on ordinary activities	9	-	-
Profit for the financial period		582,897	92,400

There is no material difference between the profit on ordinary activities before taxation and the profit for the financial year and their historical cost equivalents. All amounts relate to continuing operations. The Company has no recognised gains or losses other than those included in the results above, and therefore no separate statement of comprehensive income has been presented.

The notes on pages 10 to 18 form part of these financial statements.



WAGMI Limited

Balance sheet as at 31 December 2023

	Note	2023 €	2022 €
Fixed assets			
Intangible assets	10	<u>855,843</u>	<u>230,322</u>
Current assets			
Debtors	11	3,321,024	2,491,127
Cash at bank and in hand		-	52
		<u>3,321,024</u>	<u>2,491,179</u>
Current liabilities			
Creditors: amount falling due within one year	12	<u>(2,418,880)</u>	<u>(1,106,325)</u>
Net current assets		902,144	1,384,854
Non-current liabilities			
Creditors: amounts falling due after more than one year	13	<u>(1,080,308)</u>	<u>(1,520,394)</u>
Net assets		<u>677,679</u>	<u>94,782</u>
Capital and reserves			
Called up share capital	14	2,382	2,382
Profit and loss account		<u>675,297</u>	<u>92,400</u>
Total equity		<u>677,679</u>	<u>94,782</u>

The financial statements have been prepared in accordance with the provisions applicable to companies subject to the small companies regime.

The financial statements were approved by the directors on 25 April 2024 and were signed on its behalf by:



Marcus Teilman
Director



John Azzopardi
Director

The notes on pages 10 to 18 form part of these financial statements.

WAGMI Limited

Statement of changes of equity for the year ended 31 December 2023

	Share capital € (note 14)	Accumulated profit €	Total €
Balance as at 18 March 2022	-	-	-
Issue of shares	2,382	-	2,382
Net profit for the period	-	92,400	92,400
Balance as at 31 December 2022	<u>2,382</u>	<u>92,400</u>	<u>94,782</u>
Net profit for the year	-	582,897	582,897
Balance as at 31 December 2023	<u><u>2,382</u></u>	<u><u>675,297</u></u>	<u><u>677,679</u></u>

The notes on pages 10 to 18 form part of these financial statements.



1 General information

The Company's principal activities are the development, adaptation and publishing of games based on latest blockchain technology.

The Company is a private company limited by shares, and is registered in Gibraltar. The registered office of the Company is Madison Building, Midtown, Queensway, Gibraltar and its secretaries are Line Secretaries Limited.

2 Statement of compliance

The financial statements of the Company have been prepared in compliance with Gibraltar Accounting Standards, including Gibraltar Financial Reporting Standard 102 Section 1A small entities, 'The Financial Reporting Standard applicable in Gibraltar' ('GFRS 102') and the Companies Act 2014. The company has taken advantage of all the available exemptions for disclosures within the financial statements.

3 Summary of significant accounting policies

The principal accounting policies applied in the preparation of these financial statements are set out below. These policies have been consistently applied to all the periods presented, unless otherwise stated.

(a) Basis of accounting

The financial statements have been prepared on the going concern basis, under the historical cost convention and in accordance with the Gibraltar Companies Act 2014 and applicable Gibraltar Financial Reporting Standards 102 ('GFRS 102').

The preparation of financial statements requires the use of certain critical accounting estimates. It also requires management to exercise its judgement in applying the Company's accounting policies. Significant judgement has been used in estimating the period in which revenue is recognised and in determining the useful lives of intangible assets.

(b) Going concern

The Company had net current assets at the balance sheet date of €902,144 (2022: €1,384,854) and net assets €677,679 (2022: €94,782). The financial statements have been prepared on a going concern basis as the shareholders have undertaken to provide such support as is necessary to enable the Company to meet its obligations as and when they fall due and for a period greater than one year from the date of signing these financial statements.

(c) Cash flow statement

GFRS 102 allows a qualifying entity certain disclosure exemption. The Company has taken advantage of the exemption under GFRS 102 from preparing a statement of cash flows, on the basis that it is a qualifying entity.

3 Summary of significant accounting policies (continued)

(d) Foreign currency

i) Functional and presentation currency

Items included in these financial statements are measured and presented using Euros (€), the currency of the primary economic environment in which the Company operates (the 'functional currency'), which is also the Company's presentation currency.

ii) Transactions and balances

Assets and liabilities denominated in foreign currencies are translated into Euro at the rates of exchange ruling at the balance sheet date. Transactions in foreign currency are translated into Euro at the rates ruling at the date of transaction. Profits and losses arising on translation of foreign currency are taken to the profit and loss account in the year in which they arise.

(e) Revenue recognition

Revenue is the inflow of economic benefits that the Company has received or will receive as a result of its ordinary operating activities. Revenue is measured at the fair value of the consideration received or receivable, less any discounts.

Revenue from token sales

Proceeds from the sale of tokens are recognised as deferred income. Revenue is recognised from inception of the agreement. Revenue is accrued on a straight-line basis over the estimated development period of the game, which is currently three years.

(f) Taxation

i) Current tax

Current tax is the amount of income tax payable in respect of the taxable profit for the year. The provision is calculated at the applicable rate for corporation tax payable on profits for the year, as adjusted for tax purposes.

ii) Deferred tax

Deferred tax is recognised in respect of all timing differences that have originated but not reversed at the balance sheet date. Timing differences are differences between the taxable profits and the results as stated in the financial statements that arise from the inclusion of gains and losses in tax assessments in years different from those in which they are recognised in the financial statements.

3 Summary of significant accounting policies (continued)

(f) Taxation (continued)

ii) Deferred tax (continued)

A net deferred tax asset is treated as recoverable and therefore recognised only when it can be regarded as more likely than not that there will be suitable taxable profits from which the future reversal of underlying timing differences can be deducted.

Deferred tax is measured at the average tax rates that are expected to apply in the years in which the timing differences are expected to reverse based on tax rates and laws that have been enacted by the balance sheet date. Deferred tax is measured on a non-discounted basis.

(g) Intangible assets

Intangible assets are recognised at cost less accumulated amortisation and any impairment. The cost of an internally generated intangible asset consists of all directly attributable expenses (e.g. materials and salaries).

The capitalisation model is used for recognition of development expenses. This means that expenses arising during the development phase are recognised as an asset when all the following criteria are met:

- It is technically feasible to complete the intangible asset so that it will be available for use or sale.
- It is the intention to complete the intangible asset and to use it or sell it.
- The Company has the ability to use or sell the intangible asset.
- The intangible asset is likely to generate future economic benefits.
- The Company has necessary and adequate technical, financial and other resources to complete the development of the intangible asset and to use or sell it; and
- The expenditure attributable to the intangible asset can be reliably measured.

Amortisation

Amortisation is applied on a straight-line basis over the estimated useful life of the asset. Amortisation is recognised as an expense in the income statement.

Internally generated intangible assets	Useful life
Capitalised development expenses	5 years

The company's cryptocurrency position at any given time is accounted for as an intangible asset and recognised at cost less any impairment. The asset is not subject to amortisation and is not marked to market at the end of the accounting period, but may be subject to impairment change in the exchange rate of the relevant currency is considered to be permanent. In the case of disinvestment, the valuation is based on the first-in, first-out principle.

3 Summary of significant accounting policies (continued)

(h) Impairment

An assessment is made at each reporting date to determine whether there is any indication that an asset's value is lower than its carrying amount. If there is such an indication, the asset's recoverable amount is calculated. The recoverable amount is the higher of fair value less costs to sell and value in use. Value in use is based on a calculation of the present value of future cash flows expected to be generated by the asset in ongoing operations and on sale or disposal. A pre-tax discount rate is used, which reflects market assessments of the time value of money and the risks specific to the asset. Previous impairment is only reversed if there has been a change in the reasons that gave rise to the recoverable amount calculation in the case of the most recent impairment.

(i) Cash at bank and in hand

Cash at bank and in hand includes cash on hand and deposits at financial institutions denominated in Euro and in Sterling.

4 Financial risk management

Financial risk factors

The Company's activities expose it to a variety of financial risks, including liquidity, interest rate, currency and credit risk. The overall financial risk management framework, strategy and policies of the Company are determined by the board of its parent company. The Company does not manage its own financial risk framework.

Financial assets and liabilities

The Company's financial assets are classified as loans and receivables. None of the Company's financial liabilities are held for trading.

Market risk - foreign exchange risk

The Company is exposed to both transactional and translational fluctuations in the value of financial instruments due to exchange rate movements.

Transactional exposure mainly arises from incurring income and expenditure in currencies other than the Company's functional currency (Euros), principally sterling and USD. Whilst it is the Group policy to hedge certain foreign exchange exposures using derivative financial instruments at a Group level, the Company remains exposed to these risks.

Market risk - interest rate risk

The Company has intercompany loans resulting in interest rate risk as these loans incur a market related interest expense.

Market risk - price risk

The Company's activities do not expose it to price risk.

Market risk - credit risk

Credit risk arises from the potential that a counterparty is unable or unlikely to perform on an obligation resulting in a loss for the Company.

The Company has no significant concentrations of credit risk and the maximum exposure is limited to debtors (note 11).

4 Financial risk management (continued)

Market risk - liquidity risk

Prudent liquidity risk management implies maintaining sufficient cash and marketable securities and ensuring the availability of funding through an adequate amount of committed credit. This is important to ensure that the Company can meet all present and future financial obligations as they fall due and comply with regulatory requirements. The Company's exposure to liquidity risk is not significant due to the support that it receives from related party companies. Although the entity does not hold any liquid assets such as cash, it does have access to cash through the related party agreements.

Market risk - fair value

Fair value is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction. The fair values of financial instruments are determined as per the Company's accounting policies.

5 Turnover

	2023 €	2022 €
Initial round of token sales	25,991	15,161
Strategic round of token sales	1,029,809	504,307
NFT sales revenue	239,847	-
Other revenue - SUI grant income	56,349	-
	<u>1,351,996</u>	<u>519,468</u>

6 Operating expenses

	2023 €	2022 €
Development fees	559,698	214,153
Legal fees	56,643	81,610
Professional fees	6,370	-
Secretarial fees	2,592	3,508
Marketing	9,105	20,582
Consultancy fees	52,065	34,192
Tap fees	1,508	-
Management fees	104,415	60,454
Accounting fees	8,867	7,500
Audit fees	20,500	10,385
Administration fees	3,010	38,350
Amortisation	50,760	17,326
Foreign exchange gains and losses	(2,329)	(52,464)
	<u>873,204</u>	<u>435,596</u>

7 Directors' emoluments

The total amount of directors' emoluments paid during the year to 31 December 2023 was €nil (2022: €nil).

8 Employee information

The average monthly number of persons (excluding executive directors) employed by the Company during the year was nil.

9 Income tax expense

The directors of the company have consulted with tax specialists in 2022, the results of which concluded that WAGMI is not liable for corporation tax in Gibraltar. As there have been no changes to the business, the directors consider this assessment to remain appropriate for 2023.

Tax reconciliation	2023	2022
	€	€
Profit for the year	582,897	92,400
Corporate income tax at 12.5%	69,948	11,550
Profit not subject to corporate income tax	(69,948)	(11,550)
	<u> </u>	<u> </u>
Income tax expense	-	-
	<u> </u>	<u> </u>

10 Intangible assets

	Cryptocurrencies	Capitalised development expenditure	Total
	€	€	€
Cost			
At 31 December 2022	74,390	173,258	247,648
Additions	404,669	271,612	676,281
	<u> </u>	<u> </u>	<u> </u>
At 31 December 2023	479,059	444,870	923,929
	<u> </u>	<u> </u>	<u> </u>
Amortisation			
At 31 December 2022	-	17,326	17,326
Charge for the year	-	50,760	50,760
	<u> </u>	<u> </u>	<u> </u>
At 31 December 2023	-	68,086	68,086
	<u> </u>	<u> </u>	<u> </u>
Net book value			
At 31 December 2023	479,059	376,784	855,843
	<u> </u>	<u> </u>	<u> </u>
At 31 December 2022	74,390	155,932	230,322
	<u> </u>	<u> </u>	<u> </u>

10 Intangible assets (continued)

Crypto-currency asset	Crypto- currency balance		Crypto- currency balance	
	2023	€ 2023	2022	€ 2022
USD Coin	115,495	104,839	56,236	52,428
Tether (USDT)	76,295	69,016	23,523	21,930
SOL	12	1,106	-	32
SUI	308,806	304,098	-	-
		<u>479,059</u>		<u>74,390</u>

11 Debtors

	2023 €	2022 €
Amounts due from related parties	2,505,541	2,476,470
Other debtors	803,286	2,880
Prepayments	12,197	11,777
	<u>3,321,024</u>	<u>2,491,127</u>

12 Creditors: amounts falling due within one year

	2023 €	2022 €
Deferred revenue	1,333,271	1,019,931
Amounts due to related parties	201,560	66,245
Accrued expenses	876,999	20,149
Other creditors	7,050	-
	<u>2,418,880</u>	<u>1,106,325</u>

Included within accrued expenses is an amount of €831,310 relating to LuckyKat BV, a related party.

13 Creditors: amounts falling due more than one year

	2023 €	2022 €
Deferred revenue	<u>1,080,308</u>	<u>1,520,394</u>

14 Called up share capital

	2023 €	2022 €
Authorised, issued and fully paid		
2,000 ordinary shares of £1 each	<u>2,382</u>	<u>2,382</u>

15 Related party transactions

During the year, WAGMI Limited transacted with other entities within the group. FunRock Development AB is the sole shareholder of WAGMI Limited. FunRock Development and Lucky Kat BV are wholly owned subsidiaries of Fragbite Group AB.

The amounts due from/(due to) related parties as at 31 December 2023 and 2022 are shown below:

	2023		2022	
	Amounts due from €	Amounts due to €	Amounts due from €	Amounts due to €
FunRock Development	994,752	-	1,026,527	-
Lucky Kat BV	-	(950,479)	904	(5,791)
Fragbite Group AB	<u>1,510,789</u>	<u>(82,391)</u>	<u>1,449,039</u>	<u>(60,454)</u>
	<u>2,505,541</u>	<u>(1,032,870)</u>	<u>2,476,470</u>	<u>(66,245)</u>

During the year, the Company paid management fees to Fragbite Group AB of €104,415 (2022: €60,454) and development fees of €831,310 (2022: €214,154) to Lucky Kat BV.

16 Ultimate parent undertaking

The immediate parent company is Funrock Development AB and the ultimate parent of the entity is the Fragbite Group AB, a Swedish company located at Asogatan 108, SE-188 29 Stockholm, Sweden.

17 Going Concern

The directors of the company have considered the future cash flow projections of the entity as well as the business plans and have concluded the entity is a going concern. The Company had net current assets at the balance sheet date of €902,144 (2022: €1,384,854) and net assets €677,679 (2022: €94,782). The financial statements have been prepared on a going concern basis as the shareholders have undertaken to provide such support as is necessary to enable the Company to meet its obligations as and when they fall due and for a period greater than one year from the date of signing these financial statements.

ADDENDUM B
PAYMENT PROCEDURES

PURCHASE PROCEDURES

Can I complete my identity verification and KYC-AML prior to participating?

Yes, we encourage you to complete your identity verification in advance! To do so, sign in to your Republic account and head to <https://republic.com/settings/personal-details> to complete your identity verification before an offering goes live.

Will I need to create an account with Republic in order to participate in the digital asset sale?

Yes, you will need to create a free Republic account and pass the Know-your-customer (KYC) and Anti-money laundering (AML) requirements before participating in the offering. If the offering is being conducted under the Reg D exemption, and you are a US-based investor you will also need to verify your accredited investor status. If you are purchasing as an entity, you will need to register your entity within Republic. As these processes can sometimes take up to a few days to complete, we strongly encourage those interested in participating in completing the verification process in advance in the settings section of your account.

In connection with a Reg D offering, is there any more information I need to provide as an accredited investor?

To complete your purchase, we will need to verify your identity and accreditation information. If we need any further information, we will notify you via email and through your purchase page.

Why do I need to complete my account verification?

We are required to verify the identity of every Purchaser who uses our portal as part of our Anti-Money Laundering program, laid out by the Bank Secrecy Act of 1970. Per our terms of service, a third-party accreditator verifies the information provided and ensures the individual isn't on an OFAC list (Office of Foreign Assets Control). We cannot accept this information over the phone, only through the website.

We take the security of your information very seriously. The information you provide is sent via secure API to Cognito (formerly BlockScore) and NetVerify, which are two trusted and widely used service providers in the space. We do not retain any of the information on our servers, and access is restricted.

You can read about Republic's privacy policy [here](#), and each of the privacy policies for [Cognito](#) and [NetVerify by Jumio](#). Failure to complete your identity verification may result in a cancellation of your purchase commitment.

What do I have to do to verify my identity and complete my KYC-AML process?

Identity verification for the issuer token offering is built into the purchase process. If you're purchasing as an individual, you'll enter some personal information and be prompted to upload an ID when necessary for verification. If you've already invested on Republic, you've likely already completed this process.

If you are purchasing as an entity, we may request additional documentation or information to verify your entity and other controlling owners of that entity.

If my entity is not wholly-owned by me, will you need to verify the identity of the other owners?

Yes, and if any of those owners are entities, we'll need to verify their owners as well. We will also verify the identity of any and all officers, directors, managers, partners, or equivalencies.

Can I change my payment method for a digital asset offering?

If the payment for the purchase hasn't been received yet, then it is possible to switch the payment method so long as the campaign is still active. Once a purchase is finalized, you will no longer be able to switch your payment method.

Acceptable payment methods will vary by offering. Please refer to our communications and the offering page for more information.

If you do decide to change your payment method, there may be delays in processing the new payment method.

Can I increase or decrease my purchase of a digital asset offering?

For Reg D, and Reg S offerings, you will not be able to cancel or decrease your purchase amount once the purchase is committed.

Note: Changing your purchase amount during a sold-out campaign may place your additional purchase amount on the waitlist and may not be fulfilled.

How do I purchase with Automated Clearing House (ACH) as a payment method?

Some digital asset offerings will not accept Automated Clearing House (ACH) payments. Please refer to the offering page and our communications for more information.

Only US-based Purchasers will be able to pay using ACH as a payment method when accepted for an offering. In order to use ACH as a payment method, select "U.S. Bank" under payment information.

You can either add your bank details manually or select your bank account via Plaid.

If you add your details manually, you will be asked to select the account type (checking or savings) and to input the routing and account number.

If you choose the "select bank account" method, you will be redirected to Plaid, the application Republic uses to link with your bank. All this requires is your online banking login information. On Plaid, you can select the bank that is associated with the account you'd like to fund your purchase with. You will log in using your bank's online login information, verify yourself via a form of two-factor authentication sent by your bank, and then your bank account will be linked to Republic.

You'll be redirected back to Republic where you'll be able to select that bank account as your payment method.

After inputting your purchase amount, selecting your bank account as the payment method, and read and accept the terms of the purchase, you can confirm your purchase.

Funds will automatically pull from your account. If there are any issues with completing your payment, please reach out to us at crypto@republic.com.