

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.

PREMIER DIGITAL LTD.

Private Placement Memorandum

Purchase of EVERMOON TOKENS (\$EVM)

Regulation D Offering – \$37,500.00

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

May 26, 2025

This Private Placement Memorandum (this “**Private Placement Memorandum**” or “**Memorandum**”) has been prepared by Premier Digital Ltd., a British Virgin Islands incorporated entity on October 20, 2022 (“**We**”, “**we**”, “**Premier Digital**,” 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 Evermoon Tokens, digital assets of the Evermoon Ecosystem (“**Evermoon Tokens**,” “**\$EVM**,” or “**Tokens**”), for use across Evermoon's gaming, NFT, and creator platforms and associated services (collectively, the “**Evermoon Ecosystem**”). The foregoing right to acquire Evermoon Tokens will be embodied in, and documented by, a Token Purchase Agreement with respect to the Evermoon Tokens (as may be amended, restated and/or otherwise modified from time to time, a “**TPA**”; and together with the Evermoon Tokens, the “**Interests**”) to be entered into between the Company and the qualified purchasers purchasing such Interests in the Offering. When the Evermoon Tokens are initially broadly publicly released by the Company for use on the Evermoon Ecosystem, the date of such release, if any, is referred to as the “**Token Integration Event**” or “**TIE**.”

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

No public market for the Evermoon Tokens currently exists or may ever develop, or, if a public market in Evermoon Tokens develops, it may do so without the involvement of the Company. Notwithstanding this, the Company anticipates that the Evermoon Tokens will be available on at least one centralized exchange within 12 months from the date of this Offering.

The Evermoon 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 TPA. Purchasers of Evermoon 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 Evermoon Tokens set forth in this Private Placement Memorandum refers to the minted supply of 1,000,000,000 Evermoon Tokens that will be issued as of the date of the Token Integration Event. The actual number of Evermoon Tokens may change from time to time and at any time via any forks to the Evermoon Tokens or similar events.

Unless otherwise provided by the Company, all purchases must be made via the offering platform at <https://republic.com/evermoon> (the “**Offering Platform**”) in accordance with the instructions and terms of sale set forth therein. Purchases may be made in USD Coin (\$USDC) or Tether (\$USDT) via any \$USDC or \$USDT supported network 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 financial institution providing

cryptocurrency payment processing services to the Offering. Zero Hash LLC (“*ZeroHash*”) with respect to cryptocurrency payment services 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, \$USDT or 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 Evermoon 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 EVERMOON TOKENS FOR ANY SECURITIES REGISTERED UNDER OR EXEMPT FROM THE SECURITIES ACT OF ANY OTHER LAW, OR REGISTER THE EVERMOON TOKENS FOR RESALE UNDER THE SECURITIES ACT.

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

A purchase of Evermoon 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 Evermoon Tokens or receipt of Evermoon 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 EVERMOON 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 EVERMOON 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 EVERMOON TOKENS INVOLVES A NUMBER OF SIGNIFICANT RISKS (SEE “RISK FACTORS” BELOW); AND (II) NO MARKET FOR THE EVERMOON 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. ODB is a registered FINRA/SEC broker dealer. ODB is not purchasing the Evermoon Tokens, as such Evermoon 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 Evermoon 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.

ZERO HASH LLC (“**ZERO HASH**”), THE PAYMENT PROCESSOR, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF PARTICIPATION IN THIS OFFERING OR THE INTERESTS OFFERED HEREIN. ZERO HASH MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENTS ON THE MERITS OF THE OFFERING OR THE INTERESTS OFFERED HEREIN. ZERO HASH'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSE OF ACTING AS A SERVICE PROVIDER AND DOES NOT CONSTITUTE INVESTMENT ADVICE. ZERO HASH SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING FROM PARTICIPATION IN THIS OFFERING.

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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 Evermoon Tokens.

This Private Placement Memorandum contains a summary of the Offering, the Evermoon Ecosystem, the Evermoon 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 Evermoon 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 Evermoon Tokens. If any of the provisions of the TPAs are inconsistent with or contrary to the descriptions or terms in this Private Placement Memorandum, as applicable, will control. The Company reserves the right to modify the terms of the Offering, the TPAs and the Evermoon 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 Evermoon 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 Evermoon 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 Evermoon Ecosystem and the Evermoon Tokens that will be delivered (following conversion from Convertible \$EVM Tokens, as defined and discussed below) 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 Evermoon 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 Evermoon 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 Evermoon 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 Evermoon 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 Evermoon Ecosystem;
- regulatory developments and their effect on the Evermoon Ecosystem, including our ability to stay in compliance with laws and regulations that currently apply or become applicable to our business and the Evermoon Ecosystem, both in the U.S. and internationally;
- the ability of the Evermoon Ecosystem 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 Evermoon 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 Evermoon Tokens set forth in this Private Placement Memorandum refers to the number of Evermoon Tokens that will be created in the initial minting processes.

Company and Evermoon Ecosystem Overview

For purposes of this Private Placement Memorandum, “Evermoon Tokens,” “\$EVM,” or “Tokens” refers collectively to (i) the placeholder tokens initially delivered to Purchasers’ Ethereum Virtual Machine (“EVM”)-compatible wallets following the Token Integration Event (“Convertible \$EVM Tokens”), and (ii) the \$EVM Tokens on the Soneium chain that Purchasers will receive upon exchanging their Convertible \$EVM Tokens through the Company’s Investor Claiming Portal. The Convertible \$EVM Tokens are non-transferable and must be exchanged on a one-for-one basis for \$EVM Tokens on the Soneium chain.

Company Overview

The Evermoon Token (\$EVM) is issued and governed by Premier Digital Ltd., a legally registered entity in the British Virgin Islands (BVI). Premier Digital Ltd. is wholly owned by Nitaya Tantiphattananon. Premier Digital Ltd. oversees tokenomics, treasury management, and strategic platform operations.

The company maintains a contractual relationship with View Passion Co., Ltd., a Thailand-based software and game development studio owned by Patipol Anantarattana, which is responsible for developing and publishing all titles and services under the Evermoon brand.

Evermoon Ecosystem Overview

Evermoon is an AI-powered interactive entertainment ecosystem that combines gaming, DeFi, and creator tools. The platform offers multiple game titles including:

- **Evermoon MOBA** - A competitive 5v5 multiplayer online battle arena game
- **Axolt's Escape** - A casual endless runner game integrated with the Web3 ecosystem
- **Moon Mission** - A SocialFi engagement platform

The ecosystem features blockchain integration for digital asset ownership, NFT marketplace functionality, and staking rewards, all powered by the \$EVM token.

Business Model

Evermoon operates on a freemium model with Web3 integration, allowing both free-to-play and play-to-earn mechanics.

Revenue is generated through multiple streams:

- NFT sales and marketplace transaction fees
- In-game purchases and subscriptions
- Creator economy revenue sharing
- Ad monetization in casual games

Key Benefits of the Evermoon Ecosystem

Evermoon fuses the power of AI, Web3, and GameFi to create a new era of interactive entertainment. Our AI-powered ecosystem introduces cutting-edge technologies that enable immersive player experiences, decentralized ownership, and community-driven gameplay. By integrating DeFi, NFTs, AI agents, and VTuber technology, Evermoon empowers players to create, earn, and interact within an open and rewarding ecosystem.

1. **AI-Powered Ecosystem:** Integrates AI-driven VTubers, avatars, to enhance user experience and provide unique monetization opportunities.

2. **Player Ownership:** Gives players true ownership of in-game assets through NFTs and blockchain technology.
3. **Multi-Title Integration:** Offers a cohesive ecosystem with different game types and experiences all utilizing the same token economy.
4. **Creator Economy:** Enables revenue sharing between creators and the platform, incentivizing community-driven content development.
5. **Cross-Platform Accessibility:** Designed for mobile-first with plans for Web and other platform expansion, ensuring wide market reach.

Terms of Offering

The Company plans to deliver the placeholder tokens (“**Convertible \$EVM Tokens**”) to Purchasers after the “**Token Integration Event**” or “**TIE**” defined as the date when the Evermoon Tokens are initially broadly publicly released by the Company for use on the Evermoon Ecosystem, if ever. Purchasers will receive the purchased \$EVM Tokens on the Soneium chain upon exchanging their Convertible \$EVM Tokens through the Company's Investor Claiming Portal. It is anticipated that the Token Integration Event will occur on or before April 30, 2026 (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 Evermoon 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/evermoon>. The Company may terminate such sales at any time prior to the sale of any and all Evermoon 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.”

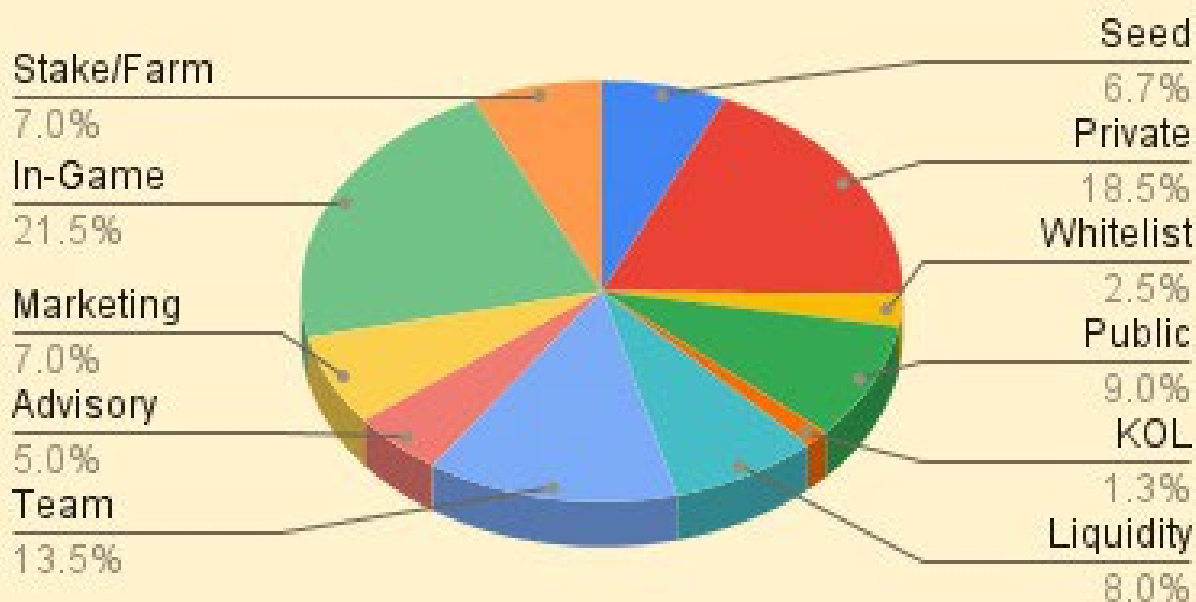
Token Distribution

An initial supply of 1,000,000,000 Evermoon Tokens will be created in the initial minting processes, see “Description of the Evermoon Token” below.

Distribution Schedule

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

\$EVM Token Distribution Allocation



Private Sale: A total number of 252,000,000 Evermoon Tokens, equal to 25.2% of the initial network supply of the Evermoon Tokens, is allocated to seed and private round contributors for financing R&D works related to the development of the Evermoon Platform. Tokens under this distribution category are subject to varying lock-up schedules.

Public Sales:

- **Republic Sale (Regulation D).** A total number of 3,750,000 Evermoon Tokens, equal to 0.375% of the initial supply of the Evermoon Tokens, is allocated for sales to certain contributors in the Republic Sale (Regulation D). Tokens under this distribution category are subject to a one-year delivery restriction.
- **Republic Whitelist Sale (Concurrent Offering).** A total number of 25,000,000 Evermoon Tokens, equal to 2.5% of the initial supply of the Evermoon Tokens, is allocated for sales to certain contributors in the Republic Sale (Regulation D). Tokens under this distribution category are subject to a lock-up schedule.
- **Republic Sale (Concurrent Offerings).** A total number of 46,250,000 Evermoon Tokens, equal to 4.625% of the initial network supply of the Evermoon Tokens, is allocated to certain contributors for concurrent sales to be conducted on the Republic offering platform, under Regulation S. Tokens under this distribution category are subject to a lock-up schedule.
- **Other Public Sales.** A total number of 40,000,000 Evermoon Tokens, equal to 4.0% of the initial network supply of the Evermoon 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 varying lock up schedules.

KOL Sale: A total number of 13,000,000 Evermoon Tokens, equal to 1.3% of the initial network supply of the Evermoon Tokens, will be allocated to certain KOL Leaders in private sales following the Token Integration Event. Tokens under this category will be subject to a vesting schedule.

Liquidity Reserves. A total number of 80,000,000 Evermoon Tokens, equal to 8.0% of the initial network supply of the Evermoon Tokens, is allocated to Liquidity Reserves. Tokens under this distribution category are subject to delivery restrictions.

Team. A total number of 135,000,000 Evermoon Tokens, equal to 13.5% of the initial network supply of the Evermoon Tokens, is allocated to the founders and team of the Company. Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Advisory. A total number of 50,000,000 Evermoon Tokens, equal to 5.0% of the initial network supply of the Evermoon Tokens, are allocated to advisors to the Company. Tokens under this distribution category are subject to varying vesting schedules.

Marketing: A total number of 70,000,000 Evermoon Tokens, equal to 7.0% of the initial network supply of the Evermoon Tokens, are for marketing efforts. Tokens under this distribution category are subject to varying lock-up schedules.

In-Game Rewards. A total number of 215,000,000 Evermoon Tokens, equal to 21.5% of the initial network supply of the Evermoon Tokens, are allocated to gaming rewards. Tokens under this distribution category are subject to vesting schedules.

Stake/ Farm. A total number of 70,000,000 Evermoon Tokens, equal to 7.0% of the initial network supply of the Evermoon Tokens, is allocated to the Company's network rewards incentive program. Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Initial Launch of the Evermoon 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. However, there can be no assurance that the Evermoon Tokens will be issued as of such date.

Overview of Transfer Restrictions Discussed in this Memorandum

This Memorandum describes the legal and contractual transfer restrictions applicable to the Evermoon Tokens. Purchasers should carefully review this Memorandum, including the transfer restrictions described under "Notice to Purchasers", which contain important information regarding the Evermoon Tokens. 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 Evermoon 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>	Premier Digital Ltd., a British Virgin Islands incorporated entity.
<i>TPAs:</i>	The expected number of Evermoon Tokens to be sold in this Offering is 3,750,000 Evermoon 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 Evermoon Tokens allocated for public sale is 115,000,000 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\$37,500.00 subject to increase dependent on demand.
<i>Period of Offering:</i>	May 26, 2025, at 8:00 am Coordinated Universal Time (“ <i>UTC</i> ”) through June 2, 2025, at 7:59 am UTC (the “ <i>Offering Period</i> ”). 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 Evermoon Tokens available for purchase may be higher or lower than the amount displayed below):</p> <p>Price: US\$0.010/Evermoon Token</p> <p>Delivery Restrictions: The Evermoon Tokens will be released within seven calendar days after the expiration of the twelve (12) month period following the TPA purchase as described below in “<u>Delivery of Evermoon Tokens</u>”.</p> <p>Maximum Supply: 3,750,000 Evermoon Tokens</p>
<i>Restricted Period:</i>	Prior to the expiration of the twelve (12) month period following the TPA purchase (the “ <i>Restricted Period</i> ”), the Purchaser will not offer, sell, pledge, or otherwise transfer the TPA or Evermoon Tokens, unless, where applicable in compliance with securities laws, including Securities Act Rule 144.
<i>Subscription Amounts:</i>	The minimum investment amount is \$250.00 for Purchasers and the maximum subscription amount is \$37,500.00. Such amounts may be modified by the Company in its sole discretion.
<i>Delivery of Evermoon Tokens:</i>	After the completion of this Offering, to the extent all applicable Know-Your-Customer/Anti-Money Laundering (“ <i>KYC/AML</i> ”) or Know-Your-Business (“ <i>KYB</i> ”) 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). Convertible \$EVM Tokens will be delivered to an Ethereum Virtual Machine compatible wallet designated by each Purchaser in the TPA within seven calendar days after the expiration of the twelve (12) month period following completion of this Offering and in accordance with the vesting schedule.

To receive actual \$EVM Tokens on the Soneium chain, Purchasers must exchange their Convertible \$EVM Tokens through the Company's Investor Claiming Portal. This exchange process will permanently remove the Convertible \$EVM Tokens and deliver actual \$EVM Tokens at a one-for-one ratio. The Convertible \$EVM Tokens are non-transferable, and the actual \$EVM Tokens can only be delivered to the initial wallet that received the Convertible \$EVM Tokens. There is no deadline for completing this exchange process.

Token Exchange:

Following the Token Integration Event, a Purchaser of TPAs will receive Evermoon 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/evermoon> and be subject to the Offering Documents.

Form of Payment for TPA:

The Purchase Amount can be paid in USD Coin (\$USDC) or USD 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 in USDC or USDT through ZeroHash will incur a total fee of the greater of \$2,500 (minimum fee) or 0.1% of the total payment volume. The above fees for ZeroHash will ultimately be borne by the Company.

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, 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 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.

Example of Fees Incurred During Purchase of Evermoon Tokens:

Example: Purchaser wants to purchase 500,000 Evermoon Tokens at \$0.010 per Evermoon Token using cryptocurrency. The purchase price will be \$5,000. 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 Evermoon 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 board of directors, 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 ZeroHash (collectively, the “**Closing Requirements**”).

Governing Law

The TPAs and the underlying Evermoon Tokens will be governed by the law of the British Virgin Islands.

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: (i) zero percent (0%) of the combined proceeds up to \$100,000; and (ii) six percent (6.0%) of the dollar value of the Securities issued to Investors on combined proceeds exceeding \$100,000. The Issuer will also pay ODB a securities commission equivalent to 2% of the dollar value of the Securities.

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 one-time fee of \$25,000 as the 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 makes any assurances as to the completeness, accuracy or reliability of any such information provided by the Company.

RISK FACTORS

A purchase of Evermoon 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 Evermoon Ecosystem, the Evermoon 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 EVERMOON 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 EVERMOON TOKENS ARE RELIABLE, CURRENT, OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE EVERMOON TOKENS WILL BE CORRECTED. THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT EVERMOON TOKENS OR THE DELIVERY MECHANISM FOR THE EVERMOON TOKENS IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

A significant amount of further work may be required in order for the Company to integrate the Evermoon Tokens into the Evermoon Ecosystem and 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 Evermoon Tokens is reliant upon the Company (i) raising sufficient resources to fund the ongoing development of the Evermoon Tokens; and (ii) complying with ongoing funding, reserve and/or regulatory requirements (as relevant) related to the proposed creation and operation of the Evermoon Tokens (collectively, the “**Regulatory and Funding Requirements**”).

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

The Company may issue Evermoon Tokens even if there are material changes to the scale, scope, business lines, operations, and any other characteristics of the Evermoon Tokens or the Evermoon 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 Evermoon Tokens. No promises of future performance or value are or will be made with respect to the Evermoon Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that the Evermoon Tokens will hold any particular value.

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

The precise terms of the privileges and other benefits of the Evermoon Tokens will be determined by the Company as the owner of the Evermoon 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 Evermoon Token Integration Event and may be amended thereafter at any time and without notice to, or consent from, any holder of Evermoon Tokens. Any such determination or amendment shall not be a breach of the terms of this Offering.

The Evermoon 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 Evermoon Token is free of defects, vulnerabilities, merchantable, fit for a particular purpose or non-infringing. Any use of the Evermoon 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 Evermoon Tokens or its operation or use or be under any obligation to support, develop or otherwise maintain or promote the use of the Evermoon Ecosystem or the integration of the Evermoon Tokens into the Evermoon Ecosystem.

While the Evermoon Tokens are available only to contributors that are not Prohibited Persons there is the possibility that Evermoon Tokens could be acquired over time or following changes in the regulatory landscape by persons in other jurisdictions currently restricted from acquiring Evermoon 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 Evermoon 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 Evermoon Tokens Will be Released. Many factors could influence the success of the Company and the Evermoon 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 Evermoon Tokens or Convertible \$EVM Tokens. The Company may change its plans for issuing the Evermoon 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 Evermoon Tokens. If the Token Integration Event does not occur or for other reasons the Company does not issue the Evermoon Tokens as planned, Purchasers will not receive some or all of their Evermoon 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 Evermoon Tokens, each of which is dependent on many factors, including many outside the Company's control.

Risk of Losing Access to Evermoon Tokens Due to Wallet Incompatibility or Conversion Process. Your cryptocurrency wallet must be Ethereum Virtual Machine (EVM) compatible and possess technical infrastructure that is compatible with the receipt, storage, and transfer of both the Convertible \$EVM Tokens and final \$EVM Tokens on the Soneium chain. Non-compatible wallet addresses will not be accepted, and any attempt to transfer tokens to a non-compatible wallet address may result in the loss of such tokens. The conversion process from Convertible \$EVM Tokens to \$EVM Tokens on the Soneium chain requires action by the token holder through the Company's Investor Claiming Portal; failure to complete this process correctly could result in the inability to access your \$EVM 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 Blockchain Platforms. Any malfunction, breakdown, abandonment, unintended function, unexpected functioning of, or attack on the platform upon which the Evermoon Tokens are issued may have an adverse effect on the Evermoon Tokens, including causing them to malfunction or function in an unexpected or unintended manner.

Risks Associated with the Overarching Blockchain Industry in Which the Evermoon Ecosystem 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 block-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 Evermoon 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 Evermoon 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 Evermoon Tokens. If you give us the incorrect address to which to send your Evermoon Tokens, we are not responsible for any loss of Evermoon 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 Evermoon Tokens. The Evermoon 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 Evermoon 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 Evermoon Tokens will result in the loss of the Purchasers' Evermoon 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 Evermoon 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 Evermoon 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 Evermoon 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 Evermoon Tokens or their associated smart contract system and, therefore, may result in substantial modifications to the Evermoon Tokens and such smart contract systems, including its termination and the loss of Evermoon 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 Evermoon Ecosystem and Evermoon 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 Evermoon Tokens. Regulatory actions could negatively impact the Evermoon 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 Evermoon Tokens could be impacted by any regulatory inquiries or actions, including restrictions on the use, sale, or possession of digital tokens like the Evermoon Tokens, which restrictions could impede, limit, or end the development of the Evermoon Tokens and increase legal costs.

The cryptocurrency exchange market, the token listing and trading market, initial coin offerings, and by extension the Evermoon 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 Evermoon Tokens could be enacted, which could impact the utility of the Evermoon Tokens in the Evermoon Ecosystem. Additionally, users of the Evermoon 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 Evermoon Tokens, including the utility of Evermoon Tokens with respect to the Evermoon Ecosystem, including any applications that are built in connection with the Evermoon Ecosystem.

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 Evermoon Tokens and/or the Company's ability to issue the Evermoon Tokens.

Risk of Cross-Jurisdictional Enforcement

The Evermoon Ecosystem operates across multiple jurisdictions, with Premier Digital Ltd. incorporated in the British Virgin Islands and View Passion Co., Ltd. operating in Thailand. This cross-jurisdictional structure may complicate or impede Purchasers' ability to seek legal recourse in the event of disputes, failures, or other adverse events. Enforcement of rights,

pursuit of claims, and application of relevant laws may be uncertain, inconsistent, or practically impossible across these different jurisdictions. The disparate legal frameworks governing digital assets, consumer protection, and security regulations between the BVI and Thailand may create regulatory gaps or conflicts that could negatively impact operations or Purchasers' ability to assert their rights. This jurisdictional complexity adds a layer of legal uncertainty that could materially affect the Evermoon Tokens' development, utility, and value.

Thai Regulatory Reach Over Development Activities

The execution of core development functions creates certain regulatory exposure in Thailand. View Passion Co., Ltd., a Thailand-based software development company, is engaged solely in the development of products and services supporting the Evermoon Ecosystem — including coding, wallet integration, game development, and marketing support. View Passion is not involved in the issuance, offering, fundraising, sale, or promotion of the \$EVM token, nor does it engage in any activities relating to token adoption or distribution within the Thai market.

Recent amendments to Thailand's Digital Asset Royal Decree require any operator providing digital-asset related services accessible to Thai residents to obtain appropriate licensing or implement technical measures to restrict Thai user access. Although View Passion's activities are limited to development work, regulatory authorities could interpret certain support services — such as wallet integration or marketplace infrastructure — as digital-asset operations, potentially classifying the company as a "digital-asset business operator." Non-compliance could result in IP blocking, administrative penalties, or potential liability for management.

Additionally, Thailand's evolving regulatory framework requires SEC filings and ongoing disclosures for utility tokens. While View Passion is not an issuer of tokens nor responsible for fundraising activities, its role as a technical service provider to Premier Digital Ltd. could theoretically expose it to regulatory scrutiny in the event of incomplete or inaccurate disclosures by the issuer.

The operation of wallet or marketplace functionalities also triggers obligations under Thailand's anti-money laundering (AML), know-your-customer (KYC), and personal data protection (PDPA) laws, including requirements for national ID verification, transaction monitoring, and suspicious activity reporting.

These regulatory requirements, if applicable, could increase compliance burdens, extend development timelines, or disrupt the operational support provided to the Evermoon Ecosystem, which in turn may indirectly affect the functionality or perceived value of the \$EVM token.

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 Evermoon 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 Evermoon 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 Evermoon Tokens, including its further development, or the value of the Evermoon 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 Evermoon Ecosystem 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 Evermoon 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 Evermoon Ecosystem, the Evermoon Tokens, suspensions in the operation of the Evermoon Ecosystem, the Evermoon Ecosystem, the Evermoon Tokens or certain of its components, changes in how the Evermoon 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 Evermoon Tokens. It could also lead to a decrease in value of Evermoon Tokens. In addition, a regulator could take action against us if it views our activity regarding the Evermoon

Ecosystem or the Evermoon Tokens as a violation of existing law. Any of these outcomes would negatively affect the value of the Evermoon Tokens and/or could cause the Company to cease operations in certain states or nationwide.

Risk of Evermoon Tokens Being Deemed a Futures Contract or Swap. Given the time period between the close of this Offering and delivery of the Convertible \$EVM Tokens or Evermoon 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 Convertible \$EVM Tokens shortly after the Token Integration Event to Purchasers who represent and warrant that they are Evermoon Ecosystem users not purchasing with speculative intent and who are otherwise prohibited from transferring the Evermoon Tokens before the Evermoon 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 Evermoon Tokens may adversely affect the Evermoon Ecosystem. Additionally, a meritorious claim could prevent developers from accessing the most up-to-date protocol code or holding or transferring their Evermoon Tokens.

Risk of Alternative, Unofficial Platforms. Following the issuance of the Evermoon 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 Evermoon Tokens. The Evermoon Tokens may have no intrinsic value with respect to such alternative applications. The Evermoon Tokens may compete with these alternative, unofficial token-based applications, which could potentially negatively impact the Evermoon Tokens.

Assertions by Third Parties of Infringement or other Violation by Us of Their Intellectual Property Rights Could Harm our Ability to Develop the Evermoon Ecosystem and the Evermoon 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 Evermoon Ecosystem. 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.

Evermoon Token Integration Risk and Risk of Insufficient Interest in the Evermoon protocol. There are no guarantees as to the timing of the Evermoon Tokens being integrated into the Evermoon Ecosystem, 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 Evermoon Tokens or that public interest in the Evermoon Ecosystem may reduce over time. Such a lack of interest could negatively impact the Evermoon Tokens and their functionality in the Evermoon Ecosystem.

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 Evermoon Tokens. A significant amount of work was required in order to create the

Evermoon Tokens and implement the Evermoon Token into the Evermoon Ecosystem 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 Evermoon Tokens;
- implement new products and services;
- successfully execute the Company's funding strategy;
- effectively compete with other companies;
- successfully navigate economic conditions and fluctuations in the market;
- effectively manage the growth of the business;
- continue to develop, maintain, and scale the Evermoon Tokens;
- effectively use finite personnel and technology resources;
- effectively maintain and scale financial and risk management controls and procedures;
- maintain the security of technology infrastructure, and the confidentiality of the information provided and utilized therein; and
- attract, integrate, and retain qualified employees and contractors.

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 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 Evermoon Tokens Will Not Meet Expectations. Any expectations or assumptions regarding the form and functionality of the Evermoon 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 Evermoon Tokens. Moreover, the Company may not be able to retain full and effective control over how other participants will use the Evermoon Ecosystem, what products or services will be offered through the Evermoon Ecosystem by third parties, or how third-party products and services will utilize Evermoon Tokens (if at all). This could create the risk that the Evermoon 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 Evermoon Tokens into the Evermoon Ecosystem will experience malfunctions or otherwise fail to be adequately maintained, which may negatively impact the Evermoon Ecosystem and Evermoon Tokens, and the potential utility of the Evermoon Tokens within the Evermoon Ecosystem.

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

Long-term Viability of Cryptoassets. Cryptoassets, including those like the Evermoon 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 Evermoon 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 Evermoon Tokens may be hard to sell. Further, the value of Evermoon Tokens may decrease over time, which may impact interest in, or the success of, the Evermoon Ecosystem. The Company does not control any of these factors, including the ability of the Evermoon Tokens to maintain their value over time.

Further Innovations in the Cryptoasset Industry may Cause the Evermoon 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 Evermoon Tokens may also be negatively affected.

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

Risks from Taxation. The tax characterization of the Evermoon 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 Evermoon 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 Evermoon Tokens may cause Purchasers to incur tax liabilities. Further, any reward received in the form of, or through the use of, Evermoon 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 Evermoon Tokens may be exposed to attacks by hackers or other individuals, groups, organizations, or countries that interfere with the availability of the Evermoon 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 Evermoon Tokens, adversely impacting the ability to further derive any usage or functionality from Evermoon 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 Evermoon 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 Evermoon Token and negatively affect it.

You acknowledge, understand, and accept that if your private key or password gets lost or stolen, the Evermoon 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 Evermoon Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Evermoon Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Evermoon 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 on the Evermoon 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 users of the Evermoon Ecosystem. 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 Evermoon Ecosystem, 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 Evermoon Tokens.

Risk of Security Weaknesses in the Evermoon Tokens. The Evermoon 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 Evermoon Tokens to interfere with the use of or cause the loss of Evermoon 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 Evermoon Tokens) by rendering ineffective the cryptographic consensus mechanism that underpins the Evermoon Tokens, which could result in the theft, loss, or decreased utility of the Evermoon 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 Evermoon 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 Evermoon Tokens.

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

Risk of an Illiquid Market for Evermoon Tokens. There may never be any marketplace for Evermoon Tokens. There are currently no exchanges upon which the Evermoon 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 Evermoon Tokens. To the extent that any third party ascribes an external exchange value to Evermoon 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 Evermoon 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 Evermoon Tokens are not offered by the Company or its affiliates on an investment basis.

Risk of Dissolution of the Evermoon Tokens. It is possible that, due to any number of reasons, including development issues with the Evermoon Tokens, the failure of business relationships, lack of public interest, lack of funding, or competing intellectual property claims, the Evermoon Ecosystem and/or Evermoon 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 Evermoon Tokens.

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

Risk Associated with Underlying Technology. There can be no guarantee that the technology required for operation of the Evermoon Ecosystem 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 Evermoon Ecosystem and may have a material adverse impact on Evermoon Tokens.

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

The Holders of Evermoon Tokens will not be in 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 Evermoon Tokens have no 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 Evermoon 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 Evermoon 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 Evermoon Tokens. In addition, the Company may take such steps as it considers necessary or convenient where it believes or suspects the Evermoon 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 Evermoon Tokens are no longer viable.

Regulation of (i) tokens (including the Evermoon 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 Evermoon Tokens and the Company. Other countries may adopt similar approaches. Failure by the Company or users of the Evermoon 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 Evermoon 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 Evermoon 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 and to promote the development, security, maintenance, and distribution of the Evermoon Ecosystem, regardless of whether all of the Evermoon 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 Evermoon Tokens, the future value and utility of Purchasers' Evermoon 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 Evermoon Tokens. No separate counsel has been engaged by the Company to represent any purchasers with respect to a purchase of the Evermoon 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 Evermoon 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 Evermoon 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, such 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 Evermoon Ecosystem and Evermoon Tokens, by users and Evermoon Tokenholders, may result in unforeseeable adverse impact to the Evermoon Ecosystem out of the Company's control, which may in turn potentially affect the value of Evermoon 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 Evermoon Ecosystem 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 Evermoon Ecosystem and Evermoon 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 Evermoon Ecosystem 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 Evermoon Ecosystem, and the distribution of Evermoon Tokens.

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

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 Evermoon Ecosystem. 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 Evermoon Ecosystem. 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 Evermoon Ecosystem, 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 Evermoon Ecosystem 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 Evermoon Ecosystem or the Company may encounter potential conflicts of interest in connection with the sale of Evermoon 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 Evermoon Ecosystem and its code, or other factors. Decisions made by the Company on such matters may be more beneficial for some Purchasers than for others.

Risk of Ownership Concentration

The Company and the development studio are each wholly owned by a single individual. Premier Digital Ltd. is 100% owned by Nitaya Tantiphattananon, while View Passion Co., Ltd. is 100% owned by Patipol Anantarattana. This concentration of ownership creates significant risks. If either individual becomes unable or unwilling to fulfill their duties due to death, disability,

bankruptcy, legal issues, or any other cause, the respective entity could face management disruption, operational challenges, or even dissolution. The absence of diversified ownership and governance significantly increases the risk of a single point of failure, which could materially and adversely affect the development, maintenance, and operation of the Evermoon Ecosystem, potentially resulting in a significant reduction in utility and value of the Evermoon Tokens.

Risk of Contractual Relationship Dependency

The successful operation of the Evermoon Ecosystem is entirely dependent on the continued contractual relationship between Premier Digital Ltd. (the token issuer) and View Passion Co., Ltd. (the development company). Unlike integrated companies, this arrangement creates unique risks. Any deterioration in this relationship, contract disputes, financial disagreements, intellectual property conflicts, or misaligned strategic objectives between these entities could severely impair or halt the ongoing development and operation of the Evermoon Ecosystem. In the event of a termination of this relationship, Premier Digital Ltd. may be unable to find a suitable replacement development partner with the specialized knowledge of the Evermoon codebase, potentially resulting in development discontinuity, delays, or abandonment of key features, which would adversely impact the utility and value of the Evermoon Tokens.

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 Evermoon Tokens Could Negatively Impact Their Price. The Company may, in the future, list Evermoon Tokens on digital asset trading platforms (aka. "Exchanges"). Any such listing could negatively impact the price of Evermoon Tokens, especially if there is significant selling activity on any such exchange. Lockups applicable to any Interests purchased in this Offering may prevent participants in this Offering from selling their stake in Evermoon Tokens while such Evermoon Tokens remain subject to a lock-up.

USE OF PROCEEDS

The Company estimates that the maximum net proceeds from this Offering and any other contemporaneous Evermoon Token offerings on Republic (together, the “*Republic Offerings*”) may be approximately \$34,675 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 general business purposes, including, but not limited to, technology and product development, as well as promoting the use of the Evermoon Ecosystem through 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 Evermoon Ecosystem, the future value and utility of Purchasers’ Evermoon 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 Evermoon Tokens in the Republic Offerings. If we do not sell any of the Evermoon 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.

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 Evermoon 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 \$0.006 to \$0.010 per Evermoon Token, before deducting estimated expenses in connection to this Offering:

	Tokens Previously Purchased or Acquired	Total Consideration	Weighted Average Price Per Token
Outstanding Tokens (or rights thereto) before this Offering	252,000,000 (1)(2)	\$1,882,000.00 (3)	\$0.007 (4)
Tokens offered in this Offering	3,750,000	\$37,500.00	\$0.010
Tokens offered in Concurrent Offering (5)	71,250,000	\$712,500.00	\$0.010

- (1) Includes (i) 67,000,000 Evermoon Tokens that were allocated to Seed Sale contributors and (ii) 185,000,000 Evermoon Tokens that were allocated pursuant to Private Rounds contributors.
- (2) Contributors in the Seed Round and Private Rounds are subject to various unlock schedules as described in Plan of Distribution.
- (3) Total consideration includes (i) \$402,000.00 pursuant to contributions made to the Company by Seed Round contributors; and (ii) \$1,480,000.00 pursuant to contributions made to the Company by Private Round contributors.
- (4) The price per Evermoon Token offered to contributors in (i) our Seed Round was approximately \$0.006 and (ii) our Private Rounds were approximately \$0.008. For all Evermoon Tokens issuable pursuant to the Seed Round and Private Rounds, this amount is calculated based on a price of \$0.0070.
- (5) Offered on the Republic platform pursuant to Regulation S.

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
Directors		
Nitaya Tantiphattananon	41	Director
Significant Service Providers		
Patipol Anantarattana	22	Chief Executive Officer
Tanachot Anantarattana	25	Chief Technology Officer
Suphitcha Latthikul	29	Chief Marketing Officer

Nitaya Tantiphattananon is the sole shareholder and director of Premier Digital Ltd. She is a seasoned Human Resource Manager with over a decade of experience overseeing internal operations, recruitment, and compliance across multiple businesses. She currently leads HR at Best Polymer International and serves as a vendor with Nippon Packaging Co., Ltd. In addition to her professional expertise, Nittaya has been actively involved in cryptocurrency trading and market research since 2020. She supports the Company's organizational governance, helping to align Web3 initiatives with operational structure and long-term team sustainability.

Significant Service Providers

Patipol Anantarattana (Victor) is the CEO & Founder of View Passion Co., Ltd., the development company contracted by Premier Digital Ltd. He is leading the transition of traditional gaming into the Web3 ecosystem, integrating blockchain, DeFi, and NFT functionalities to empower player ownership and engagement. He is a serial entrepreneur and former professional MOBA eSports player. He founded and led multiple profitable ventures, including a \$3.5M+ packaging business acquired by a public company. As CEO of Evermoon, Victor brings a unique mix of gaming, business, and blockchain expertise. He previously worked with Bitkub's listing team and is a National Startup Competition winner, backed by Stanford x KBank Katalyst.

Tanachot Anantarattana (View) is the CTO of View Passion Co., Ltd., the development company contracted by Premier Digital Ltd. He is a blockchain and AI specialist with deep technical experience across DeFi, GameFi, and NFT protocols. Before co-founding Evermoon, he engineered blockchain systems at Satang and conducted strategic research at Cryptomind and NECTEC. As CTO, he has scaled the Company's infrastructure to support over 1 million users with seamless Web2/Web3 onboarding.

Suphitcha Latthikul (Grace) is the Chief Marketing Officer of View Passion Co., Ltd., the development company contracted by Premier Digital Ltd. She is a marketing strategist with experience across luxury real estate, retail, and Web3 ecosystems. As the Company's Chief Marketing Officer, she has led user acquisition campaigns that scaled the project to 1 million+ users. Previously, she managed marketing initiatives at Singha Estate and The Mall Group, overseeing national-level campaigns and international brand partnerships. Grace combines her background in science, media, and business to build the Company's global presence.

Board Composition and Risk Oversight

The board of directors of the Company is currently composed of **one member**.

Premier Digital Ltd., incorporated in the British Virgin Islands, holds the legal authority to issue the \$EVM token and manages all tokenomics, treasury operations, and regulatory compliance. This division of responsibilities creates a complementary relationship where View Passion focuses on game development and creative execution while Premier Digital handles token governance and financial operations, with transparent compensation and token allocation practices addressing potential conflicts of interest between the interlinked organizations.

Partnership Between View Passion Co., Ltd. and Premier Digital Ltd.

Strategic Corporate Relationship

Premier Digital Ltd. and View Passion Co., Ltd. operate in a structured partnership that underpins the Evermoon gaming ecosystem. Their collaboration began in December 2022 through a formal Memorandum of Understanding (MOU) and Non-Disclosure Agreement (NDA). In this arrangement, Premier Digital Ltd. functions as the token issuer and financial administrator, while View Passion Co., Ltd. serves as the creative and technical engine behind the Evermoon platform.

The partnership features significant leadership overlap, with executives like Patipol Anantarattana (CEO), Tanachot Anantarattana (CTO), and Suphitcha Latthikul (CMO) serving in parallel roles across both organizations. This integration ensures strategic alignment while allowing each entity to focus on its core competencies.

Development and Intellectual Property Framework

Under their agreement, View Passion Co., Ltd. retains full ownership of the Evermoon game's intellectual property, including all game assets, code, design elements, visual concepts, and creative content developed during their partnership. This Thailand-based development company has been compensated approximately 6.3 million THB (about \$184,000 USD) for its work creating the Evermoon MOBA game, Moon Mission SocialFi platform, Axolt's Escape casual game, and associated blockchain infrastructure.

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 Evermoon 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, Evermoon 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 Convertible \$EVM Tokens or the Evermoon Tokens.

The Memorandum of Association of the Company provides for the indemnification of Company directors and officers against any liability incurred by such directors and officers in connection with their performance as directors and officers of the Company provided that the person acted honestly and in good faith.

DIRECTOR COMPENSATION

Name and Position	Salary	Token Allocation (of Total Token Supply)
Nitaya Tantiphattananon <i>Director</i>	\$18,000/year	0.00%

CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS

ODB Offering Engagement

We are currently party to an offering engagement agreement with ODB, effective as of March 9, 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 Evermoon 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 and the Concurrent Offering will be: (i) zero percent (0 %) of the combined proceeds up to \$100,000; and (ii) six percent (6.0 %) of the dollar value of the Securities issued to Investors on combined proceeds exceeding \$100,000. The Issuer will also pay ODB a securities commission equivalent to 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 makes 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 Evermoon 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.

Business Advisory Service Fees: We have paid ODB \$25,000 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

Premier Digital Ltd. is an independent entity incorporated in the British Virgin Islands. It has a contractual relationship with View Passion Co., Ltd., a company incorporated in Thailand, which serves as the development studio for Evermoon. View Passion Co., Ltd. is contracted by Premier Digital Ltd. to develop and publish all titles and services under the Evermoon brand as outlined in their Memorandum of Understanding (MOU) dated as of December, 2022 and subsequently, the Master Services Agreement dated February 1, 2023. The Certificate of Business Registration was filed with the Thai Chamber of Commerce on February 10, 2022.

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 directors and executive officers and for our directors and executive officers 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. As of the date of this filing, 100% of the beneficial ownership of the Company's voting securities is held by Nitaya Tantiphattananon, the sole director of the Company

Except as otherwise noted below, the address for each person listed in the table is 199/12 Life Bangkok Boulevard, Krathumlom Sam Phran Nakhon Pathom 73220. 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 Premier Digital Ltd.	Nitaya Tantiphattananon, sole director	50,000	100%

DESCRIPTION OF THE EVERMOON TOKENS

Overview

We are offering Token Purchase Agreements (TPAs) in this Offering in accordance with the terms outlined under "Terms of the Offering" above, which entitles the holders thereof to purchase \$EVM Tokens at a fulfillment price of \$0.01 per \$EVM Token. The TPAs and the \$EVM Tokens are subject to transfer restrictions as described under "Terms of the Offering" above.

\$EVM Tokens are the native utility tokens of the Evermoon Ecosystem. The tokens underpin a blockchain-based gaming infrastructure by enabling access to services and incentivizing network participants across multiple games and platforms. Through \$EVM, the Evermoon Ecosystem aligns the interests of players, developers, and content creators, fostering an efficient and engaging gaming experience.

Ownership and Security of Evermoon Tokens

The ownership of \$EVM Tokens is evidenced through the association of a certain number of tokens with a public key or wallet address as recorded on the 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 \$EVM Tokens.

To execute any transaction involving \$EVM 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 \$EVM Tokens. \$EVM 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 \$EVM 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 \$EVM Tokens.

Functionality of \$EVM Tokens

Users within the Evermoon Ecosystem will be able to utilize \$EVM Tokens in the following ways:

Governance & Staking

- **DAO Voting:** Holders can actively participate in shaping Evermoon's future by voting on game mechanics, ecosystem upgrades, and treasury allocations.
- **Staking & Rewards:** Stake \$EVM to earn passive income through ecosystem incentives.

Gaming & SocialFi

- **Moon Medal Boost:** Stake \$EVM to enhance your Moon Medal, increasing Moon Power multipliers and maximizing Seasonal Chest rewards within the SocialFi system.
- **NFT Capsule Unlocks:** Use \$EVM to participate in Capsule Opening Ceremonies, unlocking rare NFTs, exclusive airdrops, and valuable in-game rewards.
- **In-Game Economy:** Spend \$EVM to purchase premium NFTs, skins, and power-ups, enriching your gameplay experience and expanding your digital asset ownership.

DApp & AI-Powered Utilities

- **DApp Utility & Fees:** \$EVM is used for marketplace transactions, NFT synthesis, and participation in the Building Challenge within the ecosystem.
- **AI-Powered VTuber Tipping:** Tip and support AI-powered VTuber avatars through \$EVM, driving creator monetization and community engagement.

Token Supply

The total supply of \$EVM Tokens is 1,000,000,000 tokens. The total supply of \$EVM Tokens will be allocated as described in "Plan of Distribution".

Limited \$EVM Token-Related Rights

\$EVM Tokens are utility tokens designed to facilitate various functions within the Evermoon Ecosystem. Holding \$EVM Tokens does not grant you any ownership or control rights in Premier Digital Ltd., its affiliates, or any third-party developer.

Specifically, \$EVM Tokens do not:

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

Secondary Markets

While \$EVM Tokens may be technically transferable on digital asset trading platforms or other venues, Premier Digital Ltd. does not endorse or encourage any use of the tokens beyond their intended functionality within the Evermoon ecosystem.

Premier Digital Ltd. is currently pursuing a token distribution strategy that includes allocations for public sales, treasury, community development, and liquidity reserves. The company's primary focus remains on developing and supporting the Evermoon gaming ecosystem, ensuring the utility and functionality of \$EVM Tokens within those environments.

DESCRIPTION OF THE EVERMOON ECOSYSTEM

Overview

The Evermoon Ecosystem is designed to provide multiple revenue streams by leveraging Web3, AI, NFTs, DeFi, and gaming mechanics. These streams create a profitable, sustainable, and rewarding platform for players, creators, and investors alike. The diversified nature of Evermoon's business model ensures that the ecosystem remains resilient, scalable, and continually growing. By offering both freemium models and ad-monetized games, Evermoon ensures broad accessibility while creating real value for all stakeholders. Below are the primary revenue streams for the Evermoon platform:

Primary Revenue Streams

The Evermoon Ecosystem leverages multiple revenue streams across Web3, AI, NFTs, DeFi, and gaming to create a sustainable platform that rewards players, creators, and investors. This diversified business model ensures resilience and scalability while providing real value to all stakeholders through both freemium models and ad-monetized games.

In-Game Purchases & NFT Sales. Evermoon generates revenue through digital asset transactions, including heroes, skins, and collectibles. Each transaction incurs a 5% fee distributed as follows: 1% for token burning to increase scarcity, 3.5% for company operations, and 0.5% for referral incentives. NFT items generate approximately \$15 per unit, with revenue split equally between Evermoon and IP owners.

Marketplace Transaction Fees. The platform collects a 5% fee on all NFT marketplace activities, including sales, trades, and purchases. These fees sustain ecosystem operations while supporting the referral program that drives community growth.

Play-to-Earn (P2E) Mechanics. Players earn \$EVM tokens and exclusive NFTs based on performance, creating continuous engagement incentives that strengthen the ecosystem while generating transaction activity.

Ad-Monetized Games. Titles like Axolt's Escape generate \$5 per 1,000 ad impressions, with players earning in-game rewards for watching ads. Evermoon employs a strategic approach of releasing at least two new ad-monetized games annually, each designed with a 6-month engagement cycle to maintain consistent revenue.

Staking & Yield Farming. Users can stake \$EVM tokens to earn passive income and unlock premium features. The platform takes a percentage of rewards earned by liquidity providers, creating an additional revenue stream while enhancing token utility.

Creator Economy & Revenue Sharing. Content creators participate in a 50/50 revenue split for NFT sales and custom IP creation. This model incentivizes quality content development while building a self-sustaining creative ecosystem where creators can stake \$EVM to generate custom NFTs.

Advertising and Sponsorships. As the community grows, Evermoon captures value from in-game advertising, tournament sponsorships, and branded NFT collaborations. These partnerships create additional monetization opportunities without disrupting core gameplay.

Subscriptions and Memberships. Premium membership models and season passes provide recurring revenue while offering subscribers exclusive content, early access, and enhanced rewards, creating a premium tier within the ecosystem.

Licensing and Intellectual Property. The company generates additional revenue through licensing its game assets, characters, and technology to third parties, extending the reach of the Evermoon brand while creating royalty-based income streams. Through this integrated approach to revenue generation, Evermoon has built a comprehensive economic model that supports long-term growth while delivering value across all segments of its ecosystem. By balancing traditional gaming monetization with Web3 innovations, the platform is positioned to capture significant market share in both conventional and emerging digital entertainment markets.

The Company's revenue streams are designed to ensure a sustainable and profitable ecosystem while providing real value to players, creators, and investors. From transaction fees to ad-monetized games, NFT sales, and DeFi integration, Evermoon creates multiple sources of income that fuel the platform's growth and provide a rich, rewarding experience for everyone involved. By integrating gaming, NFTs, DeFi, and social finance, Evermoon is set to become a leading player in the Web3 and gaming ecosystems, ensuring that its diverse revenue model will support long-term success and value creation.

State of the Project

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

- 2023: Production Progress
 - ✓ Ongoing Development & Partner Announcements
 - ✓ Evermoon MOBA - Alpha II & Esports Events
 - ✓ Evermoon MOBA - Pre-Beta

- Q1–Q2 2024: The Pre-Launch Phase
 - ✓ Evermoon MOBA - Beta I
 - ✓ Sacred Beast DeFi Testnet

- Q3–Q4 2024: Launch Preparations
 - ✓ \$EVM Pre-Seed & Seed Round
 - ✓ Moon Mission SocialFi & Mini-game
 - ✓ Evermoon MOBA - Beta II

Q1–Q2 2025: Grand Launch Phase

- ✓ Axolt's Escape Launch (Casual Game) on Google Play Store, App Store, Telegram, and LINE
- ✓ AI VTuber & Agent
 - NFT Capsule Opening Ceremony & Marketplace Phase I
 - \$EVM Public Sale & TGE
 - Building Challenge & Synthesis
 - Evermoon MOBA - Beta III

- Q3–Q4 2025: Post-Launch Expansion
 - Evermoon MOBA - Soft Game Launch
 - \$ES Token Integration
 - DAO Voting & Governance Features

Competition

Evermoon builds on familiar, polished MOBA gameplay and layers in economic features that traditional games cannot provide. In practice this means:

- **Player ownership and rewards:** on-chain assets confer true ownership and let players capture value created through play.
- **Creator-first tooling:** AI-assisted content and integrated monetisation channels pay contributors directly.
- **Frictionless entry:** a free-to-play model, social log-in, and custodial wallets make onboarding feel like any other mobile game.

Unique Advantage — Web3 Comparison

Most Web3 game platforms offer a single game loop or a narrow DeFi experience. By contrast, Evermoon delivers a full entertainment stack under one roof:

Layer	What Evermoon Provides
Gameplay	AAA-quality 5 v 5 MOBA plus side titles <i>Axolt's Escape</i> (endless runner) and <i>Moon Mission</i> (SocialFi).
GameFi & DeFi	In-match token rewards, NFT staking, and yield-earning vaults.
Creator Economy	AI-powered VTuber avatars, co-creation rights, and royalty distribution on UGC sales.
Governance	Staked NFTs and tokens give players and investors a voice in roadmap and content decisions.

Revenue Model

A diversified mix reduces reliance on any one stream and aligns every stakeholder’s incentives:

- **Primary sales & royalties:** NFT drops and secondary-market fees.
- **Casual-title ads:** advertising inventory in *Axolt’s Escape* and future light games.
- **Subscriptions:** “Everpass” for premium cosmetics and events.
- **Creator royalties:** automated splits on UGC and VTuber content.
- **Platform share:** a percentage of DeFi vault yields.

Because revenue is shared pro-rata with players, creators, and investors, long-term engagement directly sustains the ecosystem.

Scalability & Market Expansion

Evermoon is designed mobile-first, immediately addressing the 400 million-plus global mobile-MOBA audience. A responsive client supports Web and Android today, with console builds on the roadmap.

Seamless Web2→Web3 Onboarding

New users sign in with a social account; a Thirdweb custodial wallet handles keys behind the scenes. Transactions settle on Soneium (Sony BSL) Layer 2, keeping gas costs negligible and throughput high.

Accessibility for Emerging Markets

Wallet creation, seed-phrase management, and bridge UX are abstracted away. Localised interfaces and network efficiencies target bandwidth-sensitive regions in Southeast Asia, LATAM, and other high-growth markets, removing hurdles that hamper many Web3-native titles.

The below is a competitor analysis chart:

COMPETITOR ANALYSIS: EVERMOON & EVERAI VS. TRADITIONAL AND WEB3 COMPETITORS						
FEATURE	 EVERMOON	 MOBILE LEGENDS: BANG BANG (MLBB)	 LEAGUE OF LEGENDS: WILD RIFT	 ARENA OF FAITH	 VIRTUALS PROTOCOL	 NEURO-SAMA
Primary Focus	AI + VTuber + GameFi + Web3 MOBA	Traditional MOBA	Competitive MOBA	Blockchain P2E MOBA	AI co-ownership & tokenization	AI-driven VTuber personality
Blockchain Integration	✔ Full Web3 economy	✘ None	✘ None	✔ Limited NFT/token system	✔ Full tokenized AI agents	✘ No blockchain integration
Play-to-Earn Model	✔ Play-to-airdrop, staking, and NFT rewards	✘ None	✘ None	✔ Limited earning opportunities	✔ Revenue-sharing AI agents	✘ None
NFT Marketplace	✔ In-game & P2P trading	✘ None	✘ None	✔ Limited	✔ Agent ownership marketplace	✘ None
AI-Powered Assistance	✔ Real-time AI gameplay + DeFi AI Agent	✘ None	✘ None	✘ None	✔ AI-driven asset management	✔ Game & live-stream AI features
VTuber Component	✔ 24/7 Interactive AI VTuber	✘ None	✘ None	✘ None	✘ None	✔ AI live-streaming personality
Token Utility	✔ SEVM with revenue-sharing + staking	✘ None	✘ None	✔ Utility token	✔ Tokenized AI agents	✘ No token-based rewards
Community Incentives	✔ VTuber salaries shared with holders	✔ Esports & tournaments	✔ Competitive events	✘ Limited incentives	✔ AI-agent ownership model	✘ None
Mini-Game Integration	✔ Create custom IPs via staking	✘ None	✘ None	✘ None	✘ None	✘ None
Monetization Models	✔ Ads, NFTs, subscriptions, staking	✔ In-app purchases	✔ Skins & battle passes	✔ NFT sales & staking	✔ AI agent rental	✘ No direct revenue model
Mobile Optimization	✔ Fully optimized for mobile	✔ Highly optimized	✔ Fully optimized	✔ Mobile-focused	✘ Limited	✘ PC-based
Esports & Tournaments	✔ Blockchain-based prize pools	✔ Global esports	✔ Global tournaments	✘ Limited esports	✘ No esports focus	✘ No competitive elements
Scalability & Growth	✔ Multi-platform integration	✔ Large player base	✔ Strong brand presence	✔ Moderate user adoption	✔ Expanding AI applications	✔ Gaining popularity in AI content
Roadmap & Game Pipeline	✔ Annual game releases with AI utilities	✔ Frequent updates	✔ Regular expansions	✘ Unclear roadmap	✘ No gaming roadmap	✘ No major expansion plans

PLAN OF DISTRIBUTION

This Offering of Evermoon 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 Evermoon Tokens

The 1,000,000,000 Evermoon Tokens, consisting of the initial minted supply of Evermoon Tokens, will be distributed as follows:

Allocation	Tokens	%	Cliff (Months)	Vesting (Months)
Private Sales:				
Seed Round Contributors	67,000,000	6.7%	2	15
Private Round Contributors	185,000,000	18.5%	2	12
Public Sales:				
Republic Sale (Reg D)	3,750,000	0.375%	12	0
Republic Whitelist (Concurrent Offering)	25,000,000	2.5%	2	9
Republic (Concurrent Offering)	46,250,000	4.625%	2	9
Other Public Sales	40,000,000	4.00%	2	9
KOL Round Sales	13,000,000	1.3%	2	6
Liquidity	80,000,000	8.0%	0	6
Team	135,000,000	13.5%	12	48
Advisory	50,000,000	5.0%	3	24
Marketing	70,000,000	7.0%	0	24
In-Game	215,000,000	21.5%	3	48
Stake/Farm	70,000,000	7.0%	0	48
Total Token Allocation:	1,000,000,000	100.00%		

Private Sales: A total of 252,000,000 Evermoon Tokens, equal to 25.2% of the initial network supply, is allocated to investors across multiple fundraising rounds per the below:

- **Seed Round (Round 1):** 67,000,000 Evermoon Tokens equal to 6.7% of the initial network supply, will be sold at \$0.006 per token and will be allocated to certain contributors as presented in the table above. These tokens are subject to a 2-month lock up period following the Token Integration Event (the “TIE”) followed by a 15-month linear vesting schedule with 4% (2,680,000) of tokens unlocked at TIE.
- **Private Round (Round 2):** 185,000,000 Evermoon Tokens, equal to 18.5% of the initial network supply, will be sold at \$0.008 per token and will be allocated to certain contributors as presented in the table above. These tokens are subject to a 12-month lock up period following the TIE followed by a 2-month linear vesting schedule with 6% (11,100,000) of tokens unlocked at TIE.

Public Sales: A total of 115,000,000 Evermoon Tokens, equal to 11.5% of the initial network supply, is allocated to investors across multiple fundraising rounds per the below

- **Republic Sale (Regulation D).** 3,750,000 Evermoon Tokens equal to 0.375% of the initial network supply, will be sold at \$0.010 per token. Tokens in this category will be released within seven calendar days after the expiration of the twelve (12) month period following the TPA purchase (the “*Restricted Period*”).
- **Republic Whitelist Sale (Concurrent Offering):** 25,000,000 Evermoon Tokens, equal to 2.5% of the initial network supply, will be sold at \$0.010 per token. Fifty percent (50%) of the Evermoon Tokens in this category will be released on the TIE and the balance of the Evermoon Tokens (50%) will be subject to a 2-month lock up after the TIE followed by a 9-month linear unlock schedule.
- **Republic Sale (Concurrent Offering).** 46,250,000 Evermoon Tokens equal to 4.625% of the initial network supply, will be sold at \$0.010 per token. Twenty percent (20%) of the Evermoon Tokens in this category will be released on the TIE and the balance of the Evermoon Tokens (80%) will be subject to a 2-month lock up after the TIE followed by a 9-month linear unlock schedule.

- **Other Public Sales.** 40,000,000 Evermoon Tokens, equal to 4.0% of the initial network supply, will be sold at \$0.01 per token will be allocated to future public sales following TIE. Twenty percent (20%) of the Evermoon Tokens in this category will be released on the TIE and the balance of the Evermoon Tokens (80%) will be subject to a 2-month lock up after the TIE followed by a 9-month linear unlock schedule.

KOL Sales. A total number of 13,000,000 Evermoon Tokens, equal to 1.3% of the initial network supply, will be sold at \$0.08 per token to be allocated to KOLs. 40% (5,200,000 tokens) of the tokens in this category will be unlocked at TIE with the balance of tokens subject to a 2-month lockup period followed by a 6-month linear unlock schedule.

Liquidity Reserves. A total number of 80,000,000 Evermoon Tokens, equal to 8.0% of the initial network supply, is allocated to Liquidity Reserves. 80% (64,000,000 tokens) of the tokens in this category will be unlocked at TIE with the balance of tokens subject to a 6-month linear unlock schedule.

Team. A total number of 135,000,000 Evermoon Tokens, equal to 13.5% of the initial network supply, is allocated to the founders of the Company. Tokens in this category will be subject to a 48-month linear unlock schedule after the expiration of the 12-month period following the TIE.

Advisory. A total of 50,000,000 Evermoon Tokens, equal to 5.0% of the initial network supply, is allocated to project advisors as rewards for their contributions. Tokens in this category will be subject to a 24-month linear unlock schedule after the expiration of the 3-month period following the TIE.

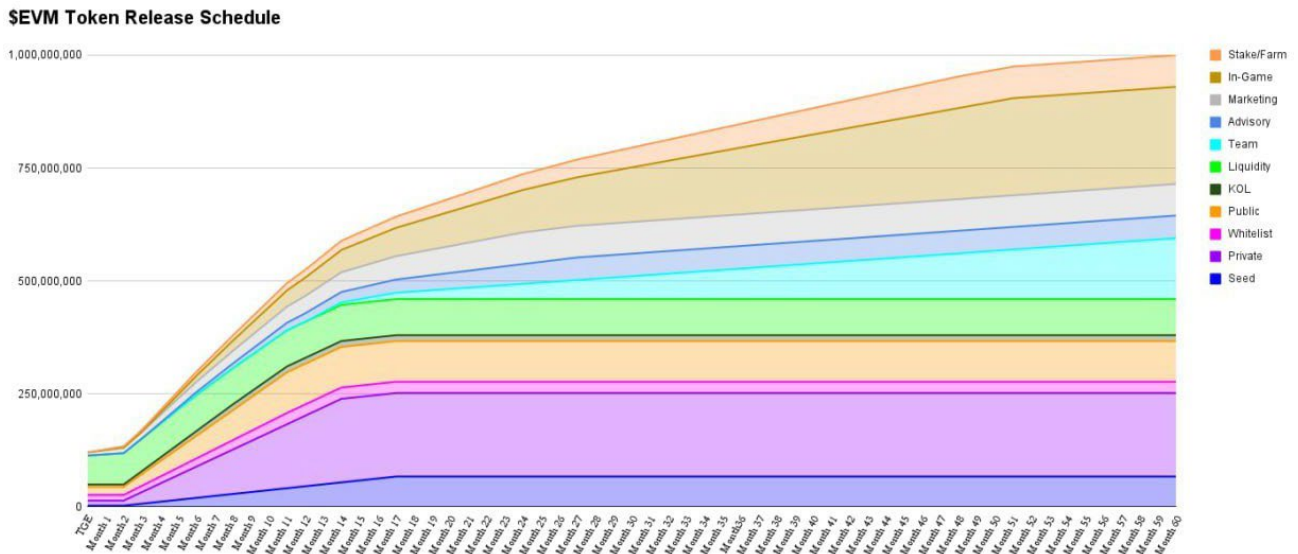
Marketing: A total number of 70,000,000 Evermoon Tokens, equal to 7.0% of the initial network supply, are for marketing efforts. 10% (7,000,000 tokens) of the tokens in this category will be unlocked at TIE with the balance of tokens subject to a 24-month linear unlock schedule following the TIE.

In-Game Rewards. A total number of 215,000,000 Evermoon Tokens, equal to 21.5% of the initial network supply, are allocated to gaming rewards. Tokens in this category will be subject to a 3-month lockup period followed by a 48-month linear unlock schedule following the TIE.

Stake/ Farm. A total number of 70,000,000 Evermoon Tokens, equal to 7.0% of the initial network supply, is allocated to the Company’s network rewards incentive program. Tokens in this category will be subject to a 48-month linear unlock schedule following the TIE.

Evermoon Token Supply Release Schedule

The figure below shows the change in Evermoon Token supply over time as the Evermoon 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 Evermoon Tokens offered hereby because: (i) a purchase of the Evermoon Tokens involves a number of significant risks (see “Risk Factors”); (ii) no market for the Evermoon Tokens currently exists; and (iii) there is no established trading market for the Evermoon Tokens and it is possible that a robust public market will never develop for the Evermoon Tokens. The sale of Evermoon 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 director or executive officer 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 Evermoon Tokens will need to complete requisite know-your-customer and anti-money laundering procedures to purchase Evermoon 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 Evermoon 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 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 Evermoon 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 Convertible \$EVM Tokens or Evermoon 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 Convertible \$EVM Tokens

Evermoon 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 Convertible \$EVM Tokens will be minted and delivered to Purchasers according to the terms specific to their TPA. The Tokens will be delivered to either an Ethereum Virtual Machine compatible 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

The Seed Round, completed with a \$6 million fully diluted valuation (FDV), raised \$402,000, representing 6.7% of the total token supply. These early supporters received tokens with a 4% Token Generation Event (TGE) unlock, followed by a 2-month cliff period and a 15-month linear vesting schedule.

The Private Round achieved a 33% increase in valuation to \$8 million FDV, successfully raising \$1.48 million from strategic investors and partners. This round, representing 18.5% of the token supply, introduced slightly modified terms with a 6% TGE unlock, 2-month cliff, and compressed 12-month vesting schedule reflecting the project's advancement toward launch.

All funding has been structured through Token SAFTs (Simple Agreements for Future Tokens).

NOTICE TO PURCHASERS

This Offering has not been registered or qualified under the securities laws of any jurisdiction anywhere in the world. The Evermoon 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 Evermoon Tokens, if issued, and that restrict the Evermoon Tokens' resale. **Neither the Convertible \$EVM Tokens nor the Evermoon Tokens delivered may 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 Evermoon Tokens hereunder. In addition, holders of Convertible \$EVM Tokens and Evermoon Tokens will not be able to transfer their Convertible \$EVM Tokens or Evermoon Tokens until such Convertible \$EVM Tokens or Evermoon 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 Evermoon Tokens have not been registered under the Securities Act or any securities laws of any state, and unless so registered, the Evermoon 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 Evermoon 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 Evermoon 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 Evermoon 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 Evermoon 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 Evermoon 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 Evermoon 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 Evermoon 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 Evermoon 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 Evermoon Tokenholders thereof or (B) notifies Evermoon 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 Evermoon Tokens. It has had access to such financial and other information concerning the Company and the Evermoon 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 Evermoon 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 Evermoon 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 Evermoon 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 Evermoon 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 "**EVERMOON 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 EVERMOON TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

REGULATION D ONLY (THE "**REGULATION D LEGEND**"): THE HOLDER OF ANY EVERMOON TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH EVERMOON TOKENS, PRIOR TO THE EXPIRATION A ONE-YEAR LOCK-UP PERIOD WITH RESPECT TO THE EVERMOON 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 (9) 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.

- (9) It agrees that it will not transfer Evermoon Tokens unless it is given reasonable assurance that each person to whom it transfers Evermoon Tokens receives notice of any restrictions on transfer of such Evermoon Tokens.
- (10) 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 Evermoon 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.
- (11) It acknowledges that the Company or its transfer agent, for the Evermoon Tokens will not be required to accept for registration of transfer any Evermoon 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.
- (12) 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 Evermoon Tokens or the possession, circulation or distribution of this Memorandum or any other material relating to the Company or the Evermoon Tokens in any jurisdiction where action for such purpose is required. Consequently, any transfer of the Evermoon Tokens will be subject to the transfer restrictions set forth under this “Notice to Purchasers.”
- (13) 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.
- (14) 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 Evermoon 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.
- (15) Either (i) the Purchaser is not acquiring or holding such Evermoon 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 Evermoon 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, Evermoon 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 either the Convertible \$EVM Tokens or Evermoon Tokens.

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

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to the president, board of directors members, directors, 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 a president, board of directors member, director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such president, board of directors member, director, officer, 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 president, board of directors members, officers, and directors. At present, there is no pending litigation or proceeding involving our president, board of directors members, directors, or officers 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 EVERMOON 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 EVERMOON TOKENS.

THE TAX TREATMENT OF EVERMOON 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 EVERMOON 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 EVERMOON 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

Premier Digital Co.,Ltd.
As of 2024
Balance Sheet
Unit USD

Assets	2021	2022	2023	2024
	Actual	Actual	Actual	Actual
Current Asset				
Cash and cash equivalents	86,432	60,704	61,587	279,417
Trade and other receivables	-	-	-	-
Short-term loans to other party	-	-	-	-
Inventory	-	-	-	-
Other current assets	-	-	-	-
Total current assets	86,432	60,704	61,587	279,417
Non-Current Asset				
Bank deposit with collateral	-	-	-	-
Long-term loans to related party	-	-	-	-
Properties, Plants and Equipments	-	-	-	-
Properties, Plants and Equipments appraisal	-	-	-	-
Intangible assets	73,039	282,157	227,270	719,300
Other non-current assets	-	-	-	-
Total non-current assets	73,039	282,157	227,270	719,300
Total Assets	159,471	342,861	288,857	998,717
Liabilities and Equity				
Current Liabilities				
Bank overdraft and short-term loans from financial institutions	-	-	-	-
Trade and other payables	-	-	-	-
Short-term loans from related party	-	-	-	-
Other short-term loan	-	-	-	-
Current portion of Long-term loans from financial institutions	-	-	-	-
Current portion of liability under finance lease	-	-	-	-
Income Tax Payable	-	-	-	-

Other current liabilities	-	-	-	-
Total current liabilities	-	-	-	-
Non-Current Liabilities				
Long term loans from other person	-	-	-	-
Long-term loans from financial institutions	-	-	-	-
Liabilities Under financial leases	-	-	-	-
New Registered , Convertible bond	-	-	-	-
Provision for EBO	-	-	-	-
Other long term loan	-	-	-	-
Total non-current liabilities	-	-	-	-
Total Liabilities	-	-	-	-
NAV	159,471	342,861	288,857	998,717
Equity				
Share capital	232,511	625,018	516,126	1,718,017
Retained earnings	(73,039)	(282,157)	(227,270)	(719,300)
Appropriated - statutory reserve	-	-	-	-
Unappropriated	-	-	-	-
Other components of equity	-	-	-	-
Dividend	-	-	-	-
Total Equity	159,471	342,861	288,857	998,717
Total Liabilities and Equity	159,471	342,861	288,857	998,717

ADDENDUM B

PURCHASE 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.