

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.

**SUPERMETAVERSE INC.**

**Private Placement Memorandum**

**Purchase of SuperWorld TOKENS (SPWR)**

**Regulation D Offering – \$47,000.00**

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

**September 23, 2025**

This Private Placement Memorandum (this “**Private Placement Memorandum**” or “**Memorandum**”) has been prepared by SuperMetaverse Inc., a British Virgin Islands corporation formed on May 26, 2022 (“**We**”, “**we**”, “**SuperMetaverse**,” 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 SPWR Tokens, digital assets of the SuperWorld Platform (“**SPWR Tokens**,” or “**Tokens**”), for use across SuperWorld's virtual real estate platform and associated services (collectively, the “**SuperWorld Platform**”). The foregoing right to acquire SPWR Tokens will be embodied in, and documented by, a Token Purchase Agreement with respect to the SPWR Tokens (as may be amended, restated and/or otherwise modified from time to time, a “**TPA**”; and together with the SPWR Tokens, the “**Interests**”) to be entered into between the Company and the qualified purchasers purchasing such Interests in the Offering. When the SPWR Tokens are initially broadly publicly released by the Company for use on the SuperWorld Platform, 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. The Company does not control the SuperWorld Platform, receive revenues from token utility, or hold any intellectual property related to the SuperWorld Platform.

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

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

Unless otherwise provided by the Company, all purchases must be made via deal page of the offering platform at <https://republic.com/superworld> (the “**Deal Page**”) in accordance with the instructions and terms of sale set forth therein. Purchases may be made in US dollars via credit card, USD Coin (USDC) or Tether (USDT) during the Offering Period (as defined in “**Terms of the Offering**”); provided that the Company may elect to accept other forms of payment on an

as-converted to USD basis in its sole discretion and subject to acceptance by the following financial institutions: Zero Hash LLC (“*ZeroHash*”) with respect to cryptocurrency payment services and Stripe, Inc. with respect to credit card processing services to the Offering. The Company reserves the right to discontinue accepting any type of consideration in its sole discretion. The USD exchange rate for USDC or USDT other forms of payment shall be determined solely by the Company or its assignee or agent in accordance with reasonable and accepted market practices. Such currencies are subject to fluctuations in the rate of exchange and, in the case of digital assets, the exchange valuations. Such fluctuations may have an adverse effect on the value, price or returns of a purchase. Purchasers may receive a number of SPWR 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 SPWR TOKENS FOR ANY SECURITIES REGISTERED UNDER OR EXEMPT FROM THE SECURITIES ACT OF ANY OTHER LAW, OR REGISTER THE SPWR 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.

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**A purchase of SPWR 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 SPWR Tokens or receipt of SPWR 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 SPWR 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 SPWR 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 SPWR TOKENS INVOLVES A NUMBER OF SIGNIFICANT RISKS (SEE “*RISK FACTORS*” BELOW); AND (II) NO MARKET FOR THE SPWR 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 SPWR Tokens, as such SPWR 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 SPWR Tokens in this Offering.

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

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

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

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

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## CERTAIN NOTICES

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

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

This Private Placement Memorandum contains a summary of the Offering, the SuperWorld Platform, the SPWR 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 Deal Page. 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 SPWR Tokens described in this Private Placement Memorandum are offered subject to the Company's ability to reject any commitment in whole or in part.

This Private Placement Memorandum contains a summary of the material terms of the Offering and the SPWR Tokens. However, the summary of the SPWR Tokens in this Memorandum does not purport to be complete and is subject to and qualified in its entirety by reference to the material terms and conditions summarized in *Addendum B* attached hereto (the "*SuperWorld Token Terms and Conditions*"). If any of the provisions of the SuperWorld Token Terms and Conditions 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 SPWR 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.

SPWR 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 SPWR Tokens discussed herein other than as set forth in this Private Placement Memorandum, the Republic Platform, or the Deal Page, and any such statements, if made, must not be relied upon.

Prospective purchasers must make their own investigations and evaluations of the SuperWorld Platform and the SPWR Tokens that will be delivered pursuant thereto, including the merits and risks involved in a purchase therein. Prior to any purchase, the Company will give prospective purchasers the opportunity to ask questions of and receive answers and additional information from it concerning the terms and conditions of this Offering and other relevant matters to the extent the Company possesses the same or can acquire it without unreasonable effort or expense. Prospective purchasers should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding and disposition of the SPWR 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 SPWR 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 SPWR 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 SuperWorld 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 SuperWorld Platform;
- regulatory developments and their effect on the SuperWorld Platform, including our ability to stay in compliance with laws and regulations that currently apply or become applicable to our business and the SuperWorld Platform, both in the U.S. and internationally;
- the ability of the SuperWorld Platform 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 are or 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 people 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 SPWR 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 SPWR Tokens set forth in this Private Placement Memorandum refer to the number of SPWR Tokens that will be created in the initial minting processes.*

### Company and SuperWorld Platform Overview

SuperMetaverse Inc. (the “**Company**”) issues SPWR, the utility token of the SuperWorld Platform. SuperWorld is a location-based, augmented-reality (“**AR**”) layer mapped onto the Earth. It enables users to anchor digital content, bookings, and tokenized assets to physical places. Creators, brands, and infrastructure partners can monetize that activity through booking commissions, digital commerce, e-commerce, advertising, and revenue-share arrangements. Intellectual-property rights in the platform and resulting revenues belong to SuperWorld Inc. under a Management Services Agreement (the “**MSA**”).

#### Key Attributes:

- Digital sovereignty — every user can build a personalized “world” peronalized “world” which is a map of Earth that can be customizable. Users can also acquire virtual real estate anywhere on Earth, gaining digital property rights and become key stakeholders in those locations in SuperWorld.
- Bridging Web2 and Web3 — familiar UX (maps, bookings, payments) wrapped in blockchain settlement.
- Real-world integration — partnerships with Sports Illustrated Tickets (SI Tickets, Magma, Tokinvest, and others connect live and virtual events, ticketing, digital twins, and tokenized real-estate and real-world assets to the platform.
- SPWR Token — single in-app medium for payments, staking incentives, and limited-scope governance (see “Description of SPWR Token”).

### Terms of Offering

The Company plans to deliver SPWR Tokens after the “**Token Integration Event**” or “**TIE**” defined as the date when the SPWR Tokens are initially broadly publicly released by the Company for use on the SuperWorld Platform, if ever. It is anticipated that the Token Integration Event will occur on or before March 31, 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. Any such return right is contractual only and does not give Purchasers any priority over the Company’s other creditors. Purchasers’ claims under the TPA would rank as general unsecured contractual claims of the Company, pari passu with the Company’s other unsecured creditors, and would be subordinated to any secured indebtedness and obligations that are preferred by law. Accordingly, there can be no assurance that any amounts will be available for return to Purchasers, and Purchasers should be prepared to lose the entire 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 SPWR 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 Deal Page at <https://republic.com/superworld>. The Company may terminate such sales at any time prior to the sale of any and all SPWR Tokens in its sole discretion.

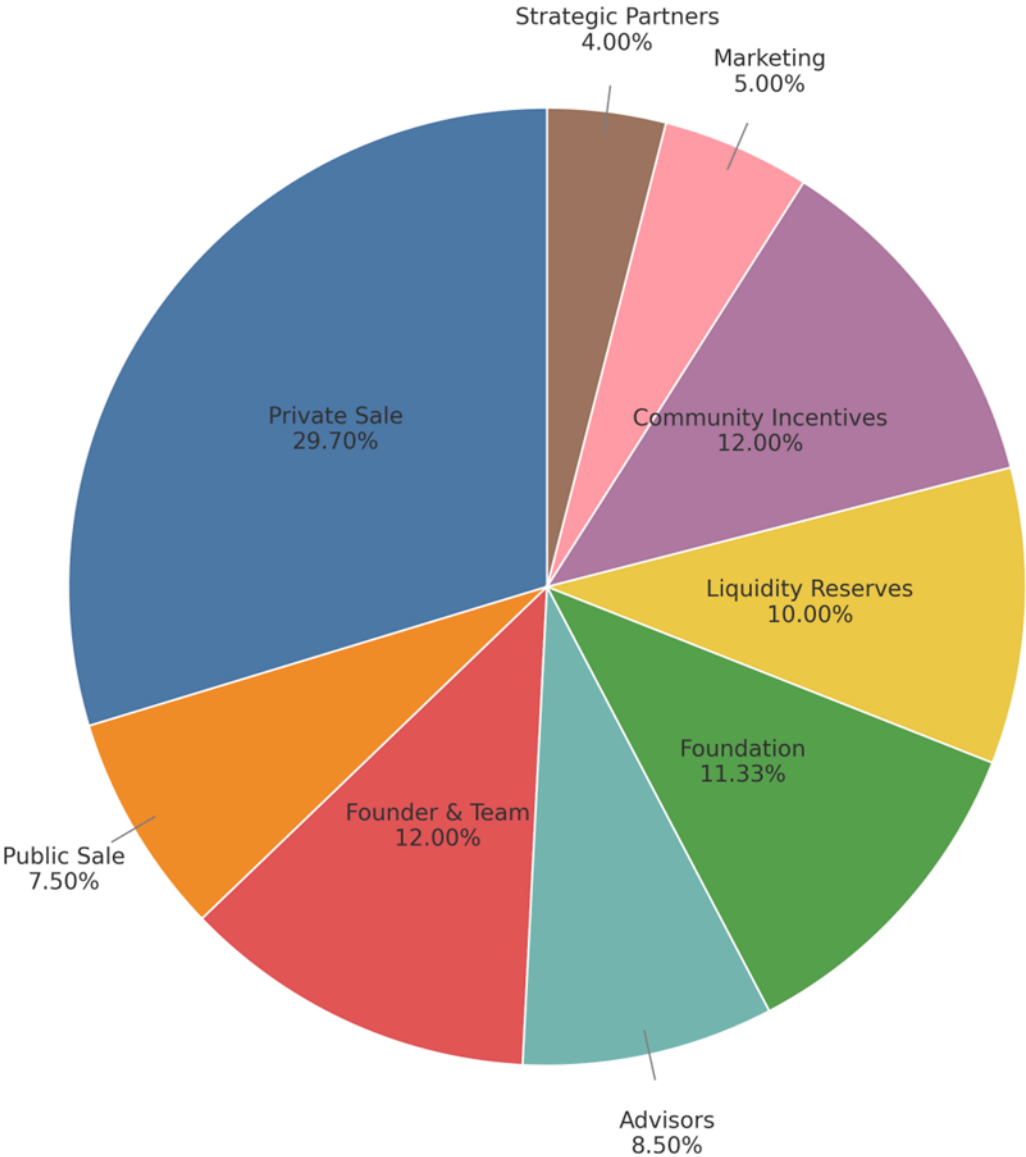
The Terms of this Offering, including the applicable delivery restrictions, are set forth under the section titled “Terms of the Offering.”

### Token Distribution

A total supply of 1,000,000,000 SPWR Tokens will be created in the initial minting processes, see “Description of the SuperWorld Token” below.

**Distribution Schedule**

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



\* Percentage allocations rounded to nearest hundredth of a percent.

**Private Sales:** A total of 296,666,666 SPWR Tokens, equal to 29.67% of the initial network supply, is allocated to investors across multiple fundraising rounds per the below. These numbers may be increased by the Company in its discretion subsequent to the commencement of the Offering by allocation from the Company’s reserves.

**Early Backers/ Angel Round.** A total number of 40,000,000 SPWR Tokens, equal to 4.0% of the network supply of the SPWR Tokens, is allocated to contributors (“*Angel Backers*”) for their capital contributions to the Company. Tokens under this distribution category are subject to varying delivery restrictions and a lock up schedule.

**SAFE Investors.** A total number of 40,000,000 SPWR Tokens, equal to 4.0% of the network supply of the SPWR Tokens, is allocated to SAFE Investors (*SAFE Investors*) for their capital contributions to the Company. Tokens under

this distribution category are subject to varying delivery restrictions and a lock up schedule.

**KOL Round**. A total number of 8,333,333 SuperWorld Tokens, equal to 0.83% of the initial network supply of the SuperWorld Tokens, is allocated to the KOL ambassadors of the Company. Tokens under this distribution category are subject to varying delivery restrictions and lock up schedule.

**Pre-Sale SAFT-1 Round**. A total number of 50,625,000 SPWR Tokens, equal to 5.06% of the initial network supply of the SPWR Tokens, is allocated to the Pre-Sale SAFT-1 Investors (***SAFT-1 Investors***) . Tokens under this distribution category are subject to varying delivery restrictions and a lock up schedule.

**SAFT-2 Round**: A total number of 157,708,333 SPWR Tokens, equal to 15.77% of the initial network supply of the SPWR Tokens, is allocated to future sales to SAFT Investors (***SAFT-2 Investors***). Tokens under this distribution category are subject to varying delivery restrictions and a lock up schedule.

**Public Sales**: A total of 75,000,000 SPWR Tokens, equal to 7.50% of the initial network supply, is allocated to investors across multiple fundraising rounds per the below. These numbers may be increased by the Company in its discretion subsequent to the commencement of the Offering by allocation from the Company's reserves.

**Republic "Whitelist" Sale (Regulation D)**. A total number of 750,000 SPWR Tokens, equal to 0.075% of the initial supply of the SPWR 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 (Regulation D)**. A total number of 1,750,000 SPWR Tokens, equal to 0.175% of the network supply of the SPWR Tokens, is allocated to certain contributors in the Republic Sale (Regulation D). Tokens under this distribution category are subject to varying delivery restrictions and lock up schedule.

**Republic "Whitelist" Sale (Concurrent Offering)**. A total number of 2,250,000 SPWR Tokens, equal to 0.225% of the initial supply of the SPWR Tokens, is allocated for sales to certain contributors in the Republic Sale (Regulation S). Tokens under this distribution category are subject to a lock-up schedule.

**Republic Sale (Concurrent Offering)**. A total number of 5,250,000 SPWR Tokens, equal to 0.525% of the network supply of the SPWR Tokens, is allocated to certain contributors in the Republic Sale (Regulation S). Tokens under this distribution category are subject to a lock up schedule.

**Other Public Sales**. A total number of 65,000,000 SPWR Tokens, equal to 6.50% of the initial network supply of the SPWR 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.

**Founder & Team**: A total number of 120,000,000 SPWR Tokens, equal to 12.0% of the initial network supply of the SPWR 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.

**Advisors**: A total number of 85,000,000 SPWR Tokens, equal to 8.5% of the initial network supply of the SPWR Tokens, are allocated to advisors to the Company. Tokens under this distribution category are subject to varying vesting schedules.

**Foundation**: A total number of 113,333,334 SPWR Tokens, equal to 11.33% of the initial network supply of the SPWR Tokens, is allocated to the foundation of the Company to fund ongoing development efforts therefrom. Tokens under this distribution category are subject to varying delivery restrictions and a lock up schedule.

**Liquidity Reserves**: A total number of 100,000,000 SPWR Tokens, equal to 10.0% of the initial network supply of the SPWR Tokens, is allocated to maintaining token liquidity reserves for the Company. Tokens under this distribution category are subject to a lock up schedule.

**Community Incentives**: A total number of 120,000,000 SPWR Tokens, equal to 12.0% of the initial supply of the SPWR Tokens, are allocated to reward and incentivize the community. Tokens under this distribution category are subject to varying delivery restrictions and a lock up schedule.

**Marketing**: A total number of 50,000,000 SPWR Tokens, equal to 5.0% of the initial network supply of the SPWR Tokens, are for marketing efforts. Tokens under this distribution category are subject to varying lock-up schedules.



**Strategic Partners:** A total number of 40,000,000 SPWR Tokens, equal to 4.0% of the initial network supply of the SPWR Tokens, is allocated to the strategic partners of the Company. Tokens under this distribution category are subject to varying delivery restrictions and lock up schedules.

### **Initial Launch of the SPWR Tokens**

The Company expects to enter into TPAs on an ongoing basis through the Offering Period. The Company is targeting a Token Integration Event (“**TIE**”) on or before the Deadline Date. However, there can be no assurance that the SPWR 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 SPWR Tokens. Purchasers should carefully review this Memorandum, including the transfer restrictions described under “Notice to Purchasers” and “Addendum B: SPWR Tokens Terms and Conditions” which contain important information regarding the SPWR 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” and “Addendum B: SuperWorld Token Terms and Conditions.”

## TERMS OF THE OFFERING

The summary below describes the principal terms of the SPWR 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.

- Issuer/Seller:* SuperMetaverse Inc., a British Virgin Islands corporation.
- TPAs:* The expected number of SPWR Tokens to be sold in this Offering is 2,500,000 SPWR 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 SPWR Tokens allocated for public sale is 75,000,000 and can be sold by the Company in its sole discretion through the Republic Sale and through other platforms, including digital asset exchanges.
- Purchaser Qualifications:* 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.
- Offering Size:* US\$47,000.00 subject to increase dependent on demand.
- Period of Offering:* September 23, 2025, at 9:00 am Eastern Standard Time (“**EST**”) through October 21, 2025, at 11:59 am Pacific Standard Time (“**PST**”) (the “**Offering Period**”). Purchasers who are on the Company's "whitelist" or presales are eligible to participate in this Offering starting on September 23, 2025, at 9:00 am EST. The Company reserves the right to reject any payments not made within the Offering Period. The Offering Period may be extended or shortened by the Company in its sole discretion by posting a Memorandum supplement on the Offering Website.
- Fulfillment Price:* 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 SPWR Tokens available for purchase may be higher or lower than the amount displayed below):
- “Whitelist” Regulation D Offering**  
Price: US\$0.016/ SuperWorld Token  
Delivery Restrictions: SPWR 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 “Delivery of SPWR Tokens”.  
Maximum Supply: 750,000 SPWR Tokens
- Regulation D Offering**  
Price: US\$0.020/SuperWorld Token  
Delivery Restrictions: SPWR 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 “Delivery of SPWR Tokens”.  
Maximum Supply: 1,750,000 SPWR Tokens
- Restricted Period:* Prior to the expiration of the twelve (12) month period following the TPA purchase (the “**Restricted Period**”), the Purchaser will not offer, sell, pledge, or otherwise transfer the TPA or SPWR Tokens, unless, where applicable in compliance with securities laws, including Securities Act Rule 144.
- Subscription Amounts:* The minimum investment amount is \$250.00 for Purchasers. Such amounts may be modified by the Company in its sole discretion.

*Delivery of SPWR Tokens:*

After the completion of this Offering, to the extent all applicable Know-Your-Customer/Anti-Money Laundering (“*KYC/AML*”) or Know-Your-Business (“*KYB*”) screening process has been completed by ODB and all contributions pursuant to this Offering have been collected, if there is a Token Integration Event, on or before the Deadline Date (as defined herein), SPWR Tokens will be delivered to a EVM compatible wallet address designated by each Purchaser in the TPA within seven calendar days after the expiration of the twelve (12) month period following the Restricted Period. Compatible wallets include MetaMask, WalletConnect-compatible wallets, MagicConnect and Coinbase Wallets.

*Token Exchange:*

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

*Means of Purchase:*

Purchasers must access the Deal Page at <https://republic.com/superworld> 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 equal to the greater of \$2,500 (minimum fee) or 0.1% of the total payment volume. ODB will charge a fee equal to at least two and one-half percent on credit card purchases subject to a minimum charge of at least five dollars (\$5.00) and a maximum charge of two hundred and fifty dollars (\$250.00), which fees shall be displayed to purchasers and added to the total amount of the investment at checkout. The fees for Stripe and ZeroHash will ultimately be borne by the Company.

Purchasers in the offering will not have the right to revoke their purchase at any time. If a purchase is rejected for any reason, it will be refunded without interest or deduction save any applicable fees. Purchasers will follow instructions for completing payment when making their purchase via the Deal Page that is operated by ODB for the benefit of the Offering.

Cryptocurrencies and digital assets received in connection with purchases pursuant to this Offering are directed to an account maintained by the Company. If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only, regardless of the type and amount of the approved cryptocurrency or digital assets paid, or any volatility in their prices, and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their subscription at any time. Gas costs and miner fees paid in the original subscription will not be refunded. For all accepted purchases, the Company will bear the cost of any gas costs and/or other fees to deliver the tokens to the Purchaser.

If a purchase is rejected for any reason, including if ODB is unable to verify the KYC of the Purchaser, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds, which are paid to validators on a blockchain network, will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their subscription at any time. The ODB administrative fee paid in the original subscription will not be refunded. See page 30 for refunds that pertain to ZeroHash.

*Example of Fees Incurred During Purchase of SPWR Tokens:*

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

**Example 1:** Purchaser wants to purchase 5,000 SPWR Tokens at \$0.020 per SuperWorld Token using a credit card. The purchase price will be \$100. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of 2.5% or \$5--here, it will be \$5.00 for this transaction because \$5.00 is higher, meaning the Purchaser will pay a total of \$105.00 for the 5,000 SPWR Tokens. Note that this total is independent of any fee that the Purchaser's financial institution may impose on the method of payment, e.g., a credit card fee.

**Example 2:** Purchaser wants to purchase 100,000 SPWR Tokens at \$0.020 per SuperWorld Token using a credit card. The purchase price will be \$2,000. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of 2.5% or \$5--here, it will be \$50.00 for this transaction because 2.5% is higher, meaning the Purchaser will pay a total of \$2,050.00 for the 100,000 SPWR Tokens. Note that this total is independent of any fee that the Purchaser's financial institution may impose on the method of payment, e.g., a credit card fee.

**Example 3:** purchase 1,000,000 SPWR Tokens at \$0.020 per SuperWorld Token using cryptocurrency. The purchase price will be \$20,000. 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 SPWR 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 officers and directors (the "**Management**"), are insufficient to permit the payment to the TPA Parties of their respective Returned Purchase Amounts, then the remaining assets of the Company lawfully available for payment shall be paid with equal priority and pro rata among the TPA Parties based on the relative value (in the Purchase Price currency of the Tokens as set out herein) of each TPA Party's respective Purchase Amount on the date of receipt by the Company of such Purchase Amount and calculated by reference, as applicable, to the applicable exchange rate as at such date (and the claims of the Purchaser against the Company shall abate accordingly and any further claims of the Purchaser on the Company shall be extinguished). The Company will make commercially reasonable efforts but shall not be required to pay the Returned Purchase Amount to the Purchaser in the original currency of the Purchase Amount.

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

*Governing Law* The TPAs and the underlying SPWR Tokens will be governed by the law of the British Virgin Islands.

*Use of Proceeds:* See “*Use of Proceeds*”.

*Republic Service Providers:* The Issuer will pay ODB two forms of compensation at the closing of this Offering and the Concurrent Offering:

1. **Cash Commission.**

ODB is entitled to the greater of (i) \$12,000 or (ii) 6 percent of the combined gross proceeds from the two offerings (the “**Cash Commission**”).

*Example—floor applies:* If total proceeds are \$150,000, the \$12,000 minimum exceeds 6 percent of that amount, so ODB receives \$12,000 in cash (effectively 8 percent). For an individual who invests \$1,000 in this scenario, \$80 of that purchase price goes to ODB as Cash Commission and \$920 is delivered to the Company.

*Example—percentage applies:* If total proceeds reach \$300,000, 6 percent equals \$18,000, which is higher than the \$12,000 floor. ODB therefore receives \$18,000 in cash. For a \$1,000 purchase under these circumstances, the Cash Commission is \$60 and \$940 flows to the Company.

2. **Token Commission.**

ODB will also receive SPWR Tokens having a value equal to 2 percent of the gross proceeds. Thus, for every \$1,000 investment, ODB is issued Tokens worth \$20.

The Issuer has paid ODB a one-time Business Advisory Services fee of \$25,000.

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.

## RISK FACTORS

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

A significant amount of further work may be required for the SPWR Tokens to be integrated into the SuperWorld Platform, and much of that work may be subject to regulatory approval and dependent on actions or decisions by SuperWorld Inc or SuperWorld Foundation, neither of which is under the control of the Company. The Company is the token issuing entity. The success of the SPWR Tokens is reliant upon the SuperWorld Foundation and the Company (i) securing sufficient resources to support token issuance and integration, and (ii) complying with applicable regulatory, funding, and reserve requirements (collectively, the “**Regulatory and Funding Requirements**”).

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

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

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

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

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

While the SPWR Tokens are available only to contributors that are not Prohibited Persons there is the possibility that SPWR Tokens could be acquired over time or following changes in the regulatory landscape by persons in other jurisdictions currently restricted from acquiring SPWR 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 SPWR 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.**

### ***Token Issuance and Integration Risks***

#### ***No Guarantee that SPWR Tokens Will be Released***

The Company may change its plans for issuing SPWR Tokens for various reasons, including changes to its business model, technology limitations, or lack of demand. If the Company ceases operations, undergoes insolvency or liquidation, or assigns its assets and liabilities for the benefit of creditors, it may never issue the SPWR Tokens. If the Token Integration Event does not occur or issuance does not proceed as planned, Purchasers may receive only some or none of their tokens. Issuance remains within the sole discretion of the Company.

#### ***Token Integration Event and Repayment Limitations***

If there is no Token Integration Event on or before the Deadline Date, the Company's obligation to repay Purchasers is contractual only and does not give Purchasers any priority over other creditors. Purchasers' claims would rank as general unsecured contractual claims, pari passu with other unsecured creditors, and would be subordinated to secured indebtedness and obligations preferred by law. Accordingly, there can be no assurance that any amounts will be available for return to Purchasers, and Purchasers should be prepared to lose the entire Purchase Amount.

#### ***No Guarantee on Timing of Token Integration Event***

There is no assurance that the Token Integration Event will occur, or when it will occur. Its timing is subject to business, technical, legal, and regulatory contingencies, many of which are outside the Company's control.

#### ***Uncertainty Around SuperWorld Token Launch***

Many factors could influence the success of the Company and the SPWR Tokens, including external developments beyond the Company's control. Even if issued, the tokens may not function as intended. Token integration into the platform depends on infrastructure, adoption, and ongoing development. Purchasers may not receive tokens as expected, and their functionality could be limited.

#### ***SuperWorld Token Integration and Platform Participation***

The success of the Token Integration Event and ongoing token usage depends on user adoption, sustained technical performance, and platform engagement, all of which are outside the sole control of the Company. Declining interest, regulatory constraints, or failure to implement promised services may reduce the utility of the tokens.

#### ***Malfunction, Funding Limitations, and Development Failures***

The implementation of the SPWR Tokens relies on continued funding, adequate personnel, and the cooperation of external stakeholders. Because the Company functions as the token issuing entity, integration into the SuperWorld Platform depends on actions and decisions made by SuperWorld Inc and the SuperWorld Foundation. The Company may abandon development or modify the project due to technical or strategic challenges, including decisions by SuperWorld Inc., which oversees governance and token allocation. These risks could impair or eliminate the utility of the tokens.

#### ***Risk of Regulatory Delay or Non-Issuance***

Governmental approvals or regulatory reviews may be required for token issuance. Delays or failure to obtain necessary approvals could impact the timing or prevent the issuance of SPWR Tokens.

### **Wallet, Custody, and Technical Security Risks**

#### ***Wallet Compatibility Requirements***

Purchasers must ensure their wallet is compatible with the EVM blockchain and meets the technical requirements needed to receive and store SPWR Tokens. The Company may prescribe specific technical standards for wallets, and these requirements may change at the Company's discretion. Wallet addresses that do not meet these requirements may be rejected. If a Purchaser provides an incorrect wallet address or attempts to transfer tokens to incompatible wallets, this may result in permanent and irreversible loss of tokens. The Company bears no responsibility for losses arising from incorrect or non-compliant wallet submissions.

### ***Private Key Security and Management***

SuperWorld Token balances are tied to wallets controlled by private keys, which Purchasers are solely responsible for managing securely. The Company will never request private keys and cannot assist with key recovery if they are lost. Token holders should implement best practices such as offline (cold) storage, multiple backups stored in separate physical locations, and strong password hygiene. Loss, theft, or compromise of private keys may result in permanent and unrecoverable loss of tokens. Inadequate credential management or exposure to phishing attacks poses a significant risk that Purchasers must mitigate through proper security practices.

### ***External Cybersecurity Threats***

Token holders face risks from various external cybersecurity threats including phishing, spoofing, malware, and other attack vectors that may compromise wallets or systems used to access SPWR Tokens. If a third party gains unauthorized access to a wallet, whether through stolen credentials, malware, or a breach of a third-party wallet provider, they may misappropriate the tokens with no possibility of recovery. The Company disclaims liability for losses arising from unauthorized access, including attacks on Purchasers' devices or service providers.

### ***Smart Contract and Technical Vulnerabilities***

SPWR Tokens rely on smart contracts and infrastructure operating on the EVM blockchain. These systems may contain bugs, may be exploited through known or unknown vulnerabilities, or may behave in unexpected ways. An attack, failure, or unintended behavior could impair the token's functionality or cause financial losses. While the Company aims to use audited and reputable components, all smart contracts carry inherent risk that cannot be fully eliminated.

### ***Blockchain Protocol Dependency***

SPWR Tokens are built specifically on the EVM blockchain. Technical issues, governance failures, or regulatory challenges affecting the EVM network may disrupt token availability or functionality. If the EVM blockchain is abandoned or suffers a systemic failure, the Company may be unable to support the continued operation of SPWR Tokens. Changes to the underlying blockchain protocol could necessitate modifications to the SPWR Tokens that may affect their utility or value.

### ***Augmented Reality Technology Adoption and Usability Risks***

The SuperWorld Platform relies significantly on augmented reality technology, which remains in relatively early stages of mass consumer adoption. Current AR hardware capabilities, including smartphones and AR glasses, present limitations in display quality, field of view, battery life, and processing power that may impair the user experience of SuperWorld content. Additionally, AR device penetration varies widely across global markets, potentially limiting accessible user bases in certain regions. Future technological developments in AR could render SuperWorld's current implementations obsolete or require substantial platform revisions, potentially disrupting services or requiring significant additional investment. If AR technology fails to achieve anticipated adoption rates or if SuperWorld cannot adapt to evolving AR standards, the utility and value of SPWR Tokens could be materially diminished.

### ***Geographic Content Placement and Location-Based Legal Challenges***

SuperWorld's core functionality depends on anchoring digital content to physical world coordinates, which presents unique regulatory and legal challenges. Different jurisdictions apply varying rules regarding virtual content placement, particularly when associated with private property, protected landmarks, or culturally sensitive locations. Legal claims regarding "virtual trespassing" or unauthorized digital overlays on physical property could emerge as this technology evolves. Additionally, GPS and location-tracking technologies have inherent accuracy limitations that may affect content placement precision, especially in dense urban environments or indoor spaces. Privacy regulations governing location data collection and storage vary globally and continue to evolve, potentially restricting SuperWorld's ability to deliver location-based experiences in certain markets. These challenges could limit platform functionality, increase compliance costs, or expose the Company to litigation risk, potentially affecting token utility and adoption.

### ***User-Generated Content and Moderation Liability***

The SuperWorld Platform enables users to create and upload various types of content mapped to real-world locations, which creates significant content moderation challenges and potential liability exposures. The decentralized and location-specific nature of content makes comprehensive moderation particularly difficult. The Company may face challenges in:

- Preventing illegal, offensive, or infringing content from being uploaded to specific locations
- Responding to takedown requests for content that violates intellectual property rights, local laws, or community standards
- Addressing complaints from physical property owners objecting to virtual content placed at their locations
- Managing moderation across different jurisdictions with varying legal standards
- Scaling content review processes as user-generated content volumes increase

Legal liability for user-generated content varies significantly by jurisdiction and continues to evolve. If the Company is unable to effectively moderate content or becomes subject to laws requiring proactive content filtering, it may face regulatory penalties, litigation, reputational damage, or increased operational costs that could adversely affect platform viability and

token value.

### ***Digital Twin Accuracy and Representation Challenges***

SuperWorld's Digital Twin functionality, which creates virtual representations of physical assets, faces technical and legal challenges that may impact platform adoption. Creating accurate digital twins requires extensive data collection, which may be limited by physical access restrictions, property owner permissions, or technical limitations of scanning technologies. Digital twins may become outdated as physical assets change, creating discrepancies between virtual and physical representations that diminish user experience. Additionally, creating digital twins of copyrighted structures, landmarks, or buildings may trigger intellectual property disputes in some jurisdictions where building designs enjoy copyright protection. The Company may need to obtain licenses or permissions for commercial digital twin implementations, adding costs or constraints to this functionality. These factors could limit the scope, accuracy, or legality of digital twin offerings, potentially reducing this feature's utility within the SuperWorld ecosystem.

### ***Events, Ticketing, and Booking Service Reliability***

The SuperWorld Platform includes event ticketing and booking services that carry specific regulatory requirements and operational risks. The Company may be subject to:

- Local ticketing laws and regulations that vary by jurisdiction and restrict pricing, transferability, or sales practices
- Liability for event cancellations, postponements, or quality issues beyond the Company's control
- Payment processing risks including chargebacks, fraud, and compliance with payment card industry standards
- Consumer protection laws governing refunds, disclosures, and dispute resolution for ticketed events
- Contractual obligations to event organizers, venues, and service providers

Additionally, technical failures or service disruptions affecting ticket issuance, validation, or booking confirmations could impair user experiences and damage platform reputation. If the Company is unable to ensure reliable operation of these services or faces substantial regulatory compliance costs in multiple jurisdictions, the adoption and utility of this platform component may be limited, potentially affecting SuperWorld Token value.

### ***Virtual Real Estate Market Volatility and Valuation Uncertainties***

SuperWorld's virtual real estate market, consisting of 64.8 billion unique plots mapped to physical locations, faces significant valuation uncertainties and market risks. Virtual land values may be highly speculative and subject to extreme volatility based on:

- Location popularity, traffic, and cultural significance
- Proximity to high-profile virtual developments or celebrity ownership
- Platform user growth or contraction
- Changes in monetization potential based on platform features
- Speculative investment and potential market manipulation
- Virtual land concentration among major holders

Unlike physical real estate, virtual property valuation lacks established appraisal methodologies, historical comparables, or intrinsic utility independent of platform success. The virtual real estate market could experience severe price corrections, illiquidity events, or changes in perceived value based on platform policy changes or competitive pressures. These factors create uncertainty for SuperWorld Token holders, as token utility is partly derived from virtual real estate interactions and transactions within the ecosystem.

### ***Digital Property Rights Limitations***

Ownership of virtual real estate on the SuperWorld Platform, including SPWR Tokens, does not convey any legal ownership of physical real estate or tangible property rights in the corresponding real-world locations. These digital property rights are limited to platform-specific functionalities and monetization opportunities within the SuperWorld ecosystem only. Physical property owners maintain all legal rights to their real-world property regardless of SuperWorld virtual real estate ownership at the same coordinates.

### ***Multi-Vertical Integration and Execution Challenges***

The SuperWorld Platform operates across multiple verticals including content creation, event ticketing, bookings, virtual real estate, and DePIN, which presents significant execution and resource allocation challenges. This multi-vertical approach may:

- Dilute development resources across numerous product lines rather than focusing on core functionalities
- Create inconsistent user experiences across different platform components
- Require expertise across diverse business domains that may be difficult to acquire and retain
- Increase regulatory complexity as each vertical may face different compliance requirements
- Complicate monetization strategies and business model optimization

- Create dependencies between verticals that magnify failure risks

If the Company cannot successfully execute across these diverse verticals or fails to achieve critical mass in key business lines, platform adoption may suffer. Additionally, competitive pressures from specialized operators focusing on single verticals (dedicated ticketing platforms, content creation tools, or metaverse competitors) may outpace SuperWorld's capabilities in specific areas. These execution challenges could impair overall platform viability and, consequently, SuperWorld Token utility and value.

#### ***Technical Scalability and Virtual Land System Challenges***

SuperWorld's system of 64.8 billion unique virtual land parcels presents substantial technical challenges that could affect platform performance and user experience. The blockchain infrastructure must be capable of processing, recording, and retrieving ownership and content data for this massive virtual real estate system, particularly during periods of high transaction volume in popular areas. Technical limitations may include:

- Blockchain throughput constraints during peak usage periods
- Data retrieval latency affecting real-time AR experiences
- Storage and computational requirements for managing content across billions of parcels
- Synchronization challenges between on-chain ownership records and off-chain content
- Resource allocation inefficiencies due to highly uneven usage across different parcels

Additionally, the vast majority of virtual parcels may see minimal activity or interest, creating economic inefficiencies in the system design. If the technical infrastructure cannot scale to support high-demand regions or if the economic value becomes too concentrated in a small subset of parcels, platform utility could be compromised, affecting both user experience and token value.

#### ***DePIN Implementation and Integration Vulnerabilities***

SuperWorld's incorporation of Decentralized Physical Infrastructure Networks (DePIN) introduces unique technical, operational, and security risks. DePIN components connect physical devices and infrastructure to decentralized networks, creating potential points of failure that could affect platform reliability. These risks include:

- Hardware security vulnerabilities in connected physical devices
- Reliance on third-party IoT devices with varying security standards
- Data integrity challenges when bridging physical world inputs to blockchain systems
- Operational disruptions due to physical device failures, connectivity issues, or power outages
- Regulatory uncertainty regarding decentralized control of physical infrastructure in various jurisdictions
- Increased attack surface through numerous physical-digital connection points

The nascent state of DePIN technology means implementation standards and best practices are still evolving. If SuperWorld's DePIN components experience security breaches, reliability issues, or face regulatory restrictions, this could compromise platform functionality and user trust, potentially affecting adoption rates and token utility.

#### ***Physical-Virtual World Synchronization and Maintenance Challenges***

SuperWorld's value proposition depends on successfully maintaining alignment between virtual content and the physical world, which presents ongoing technical and operational challenges. Physical environments constantly change through construction, demolition, natural events, and seasonal variations, potentially rendering virtual content misaligned, irrelevant, or inaccurate. Challenges include:

- Maintaining accurate geospatial positioning when physical landmarks change
- Ensuring consistent user experiences across diverse physical environments (urban centers, rural areas, indoor spaces)
- Adapting to limitations in GPS accuracy, which can vary by location and conditions
- Accommodating regional differences in mapping data quality and availability
- Managing content visibility and interactions during different physical conditions (weather, time of day, seasonal changes)

If the Company cannot maintain reliable synchronization between virtual content and physical world contexts, user experience may be compromised, potentially reducing platform adoption and engagement. These integration challenges could limit the practical utility of the SuperWorld Platform and, consequently, impact token value.

### ***AI Integration and Generated Content Risks***

The SuperWorld Platform incorporates artificial intelligence technologies for content creation, curation, and platform functions, which introduces specific technical, legal, and ethical risks. AI-generated content may:

- Inadvertently incorporate copyrighted material or produce content that infringes third-party intellectual property rights
- Reflect biases present in training data, potentially creating discriminatory or objectionable outputs
- Generate content that violates platform policies or legal standards without intentional human direction
- Create attribution and ownership uncertainties regarding AI-generated assets

Additionally, AI regulations are rapidly evolving across jurisdictions, with potential requirements for transparency, human oversight, bias testing, or restrictions on certain applications. The Company may face legal or compliance obligations related to its AI implementations that were not anticipated during platform development. Technical limitations in current AI systems may also create unpredictable outputs or performance issues that affect user experience. If SuperWorld's AI features produce problematic content, face regulatory restrictions, or fail to meet user expectations, this could impair platform adoption and token utility.

### **Blockchain and Crypto Industry Risks**

#### ***Evolving Industry and Market Volatility***

The digital asset and blockchain industry remain in flux. Factors such as global regulation, consumer behavior, speculative bubbles, or technological stagnation could impair the adoption of the SPWR Tokens. Despite prior growth, the pace of adoption and development may slow, limiting token usage. The value of digital assets generally, including SPWR Tokens, may fluctuate significantly and decline without warning. The broader macroeconomic environment, including inflation, rising interest rates, or financial instability, could further compound these risks.

#### ***Illiquid or Non-Existent Market.***

There is no guarantee that a liquid or functioning market for SPWR Tokens will develop. Any value ascribed by third-party exchanges may be highly volatile or fall to zero. Exchange operations may be unreliable, subject to regulatory uncertainty, or exposed to fraud. Exchanges may delist or suspend SPWR Tokens at any time. Even if tokens become listed, there may be insufficient depth or trading activity to support liquidity. Additionally, certain lockups or restrictions applicable to this Offering may prevent resale or delay market access for token holders.

#### ***Competition and Token Viability***

SPWR Tokens face competition from other platforms and technologies, including those using similar open-source code. Competitors may have superior resources or IP protection. Forks, clones, or reverse-engineered alternatives may diminish the value of the SuperWorld Platform. A competing platform may launch similar products with improved user experience, greater adaptation, or better security features, thereby displacing SPWR Tokens in the market. Additionally, centralized platforms with greater financial backing or customer base may capture market share at the expense of decentralized or niche offerings like SuperWorld.

### **Token Utility, Value, and Project Continuity Risks**

#### ***Risk of Token Not Meeting Expectations***

SPWR Tokens may not function in the manner anticipated by the Company or Purchasers. Their ultimate utility, usability, and role within the SuperWorld Platform depend on multiple evolving factors, including the development of supporting infrastructure and third-party engagement. Expectations around performance, user behavior, or market reception may not be realized. Moreover, despite good faith efforts, the integration of the SPWR Tokens may experience delays, malfunctions, or design changes, which could reduce their anticipated value or utility.

#### ***Dependence on Platform Success***

SPWR Tokens are intended to be used in connection with the SuperWorld Platform. If the SuperWorld Platform fails to attract sufficient adoption, maintain functionality, or achieve user engagement, the SPWR Tokens may have limited or no utility or value. The development and commercial success of the SuperWorld Platform are subject to uncertainty and depend on competitive, regulatory, and technical dynamics.

#### ***Risk of Dissolution or Project Abandonment***

There is no assurance that the SPWR Tokens or the broader SuperWorld Platform will achieve long-term viability. The Company may determine at any time, for reasons including insufficient funding, lack of market interest, legal exposure, or strategic redirection, to discontinue the development or support of the SPWR Tokens. The abandonment of the project could result in total loss of token value.

### ***Illiquidity and Exchange Risk***

SPWR Tokens may never be listed on a trading platform or exchange. Even if listed, there is no guarantee of sufficient liquidity, fair pricing, or stability. Any exchange-based market value may be highly speculative and subject to sudden or permanent collapse. Lockups, restricted transfer periods, or the absence of reliable secondary markets could render SPWR Tokens non-transferable for prolonged periods. Purchasers should not assume that they will be able to resell or exchange tokens.

### ***Risk of Future Token Dilution***

The overall supply of SPWR Tokens may be modified in the future through governance decisions or protocol updates, including inflationary measures tied to staking or validator rewards. These changes could reduce the relative ownership percentage or value of tokens acquired in this Offering.

### **Regulatory, Legal, and Taxation Risks**

#### ***Uncertainty of Regulatory Landscape***

The legal and regulatory framework applicable to blockchain technologies and cryptographic tokens remains unsettled across many jurisdictions. Regulators may apply existing laws or introduce new requirements targeting the issuance, exchange, transfer, or use of tokens. Changes in laws or interpretations could require the Company to alter the SPWR Tokens' structure or discontinue development. The Company may also be compelled to restrict token use in certain jurisdictions, limiting functionality and marketability.

#### ***Risk of Money Transmission Regulation and Virtual Currency Licensing Requirements***

The Company has taken the position that it is not engaged in regulated virtual currency business activity under the New York BitLicense framework or similar laws in other U.S. states. However, regulators may disagree. If the Company is deemed to operate a money transmission business, it may be required to obtain licensure, cease operations in affected jurisdictions, or restructure token delivery. The BitLicense framework imposes extensive operational burdens, including cybersecurity, AML, and capital standards. States such as California and Texas may apply varying interpretations of money transmission laws. Enforcement actions could delay or suspend platform development and impair token value.

#### ***Federal and State Money Services Business (MSB/MTL) Risks***

The Company may be subject to federal MSB registration under the Bank Secrecy Act and FinCEN rules. MSB status would impose AML obligations, transaction monitoring, recordkeeping, and potential reporting requirements. FinCEN guidance suggests token issuers, custodians, or transfer agents may fall within MSB scope. Failure to register or comply may expose the Company to civil or criminal penalties and force a change in token issuance or platform operations.

#### ***Securities Law Exemption Risks***

This offering involves both U.S. and non-U.S. components, relying on distinct exemptions under applicable securities laws. If a court or regulator determines that the offering structure improperly integrates these components or fails to meet the requirements of either exemption, the consequences could include:

- Rescission rights for investors and repayment obligations;
- Recharacterization of the offering as a public, non-exempt offering subject to registration;
- Extension of lock-up or transfer restrictions;
- Regulatory enforcement actions and fines;
- Adverse impacts on project development and available funds.

Although the Company believes it has taken reasonable steps to comply with applicable securities laws, purchasers bear the risk that one or more regulators may disagree with this assessment.

#### ***Risk of Classification as Futures, Swaps, or Other Regulated Instruments***

Due to the deferred delivery nature of the tokens and their link to an underlying blockchain platform, SPWR Tokens could be deemed a commodity interest subject to regulation under the Commodity Exchange Act. The CFTC or other regulators may interpret the offering or use of SPWR Tokens as constituting a swap, security-based swap, or futures contract. If so, the Company would face additional compliance burdens, including registration, recordkeeping, and reporting, or may be required to cease token issuance entirely.

#### ***Regulatory Risk from Platform Participants***

Users of the SuperWorld Platform may themselves be subject to regulatory obligations, such as KYC/AML compliance, licensing, or consumer protection standards. If third parties fail to comply or if platform design enables unlawful activity, the Company may face indirect enforcement risk, reputational damage, or demands for structural changes.

### ***Taxation Risks***

The tax treatment of SPWR Tokens remains highly uncertain. Depending on jurisdiction, the acquisition, holding, or use of SPWR Tokens could trigger various tax obligations, including income, capital gains, withholding, or reporting requirements. Any reward, appreciation, or use of the tokens may generate additional tax liabilities. Each Purchaser is solely responsible for consulting tax advisors to assess potential tax consequences. Improper classification or reporting could expose token holders or the Company to penalties or back taxes.

### ***Operational and Governance Risks***

***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 SPWR Tokens. A significant amount of work was required in order to create the SPWR Tokens and implement the SuperWorld Token into the SuperWorld Platform 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 SPWR 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 SPWR 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.

### ***Dependence on Key Personnel and Recruitment Challenges***

The Company's success, and that of the SuperWorld Platform, depends heavily on the continued services of a small number of key personnel. These individuals are responsible for strategic decisions and relationships critical to the growth of the SuperWorld Platform. The loss or unavailability of any key personnel could delay development efforts and materially impact operations. Recruiting individuals with specialized knowledge of blockchain, AI, prediction markets, and compliance remains highly competitive.

### ***Single Point of Failure and Outsourced Functions***

Substantially all of the Company's services and technical operations are performed by third-party contractors and vendors under service agreements. These outsourced relationships increase the risk of operational disruption if a vendor fails, breaches contract, becomes insolvent, or disengages. Because the Company does not directly employ the individuals performing critical services, it may have limited visibility into key dependencies or may experience delays in correcting issues.

### ***Conflicts of Interest***

There may be circumstances where the Company's principals or developers have personal, financial, or professional interests in other ventures, including competing platforms or blockchain initiatives. These conflicts may influence business decisions, including those related to governance, project timelines, or resource allocation. Additionally, individuals involved in the offering or development of the SPWR Tokens may profit from trading activities, token structuring, or relationships that are not aligned with the interests of other Purchasers. Purchasers should be aware that no fiduciary duties are owed, and no mechanism exists to resolve internal conflicts in favor of token holders.

### ***Decentralized Governance Risk***

Governance rights and decisions relating to token allocation, platform functionality, and the use of proceeds are ultimately directed by SuperWorld, Inc., not the Company. Decentralized decision-making mechanisms may lead to outcomes that do not reflect the interests of all participants. The lack of enforceable accountability measures or dispute resolution processes can further weaken governance integrity.



***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 SuperWorld Platform 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 SuperWorld Platform, and the distribution of SPWR 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. 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 SPWR Tokens Could Negatively Impact Their Price.*** The Company may, in the future, list SPWR Tokens on digital asset trading platforms (aka. "Exchanges"). Any such listing could negatively impact the price of SPWR 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 SPWR Tokens while such SPWR Tokens remain subject to a lock-up.

### **Structural, Jurisdictional, and IP Risks**

#### ***Complex Entity Structure and Jurisdictional Exposure***

The Company operates through affiliated entities in multiple jurisdictions, including the United Kingdom, British Virgin Islands, and the Cayman Islands. This cross-border structure introduces legal, tax, operational, and regulatory risk. Regulatory or enforcement actions in one jurisdiction may affect the ability of other entities to perform key obligations. Inconsistent legal interpretations, limited enforceability of agreements across borders, and evolving regulatory standards in each jurisdiction increase uncertainty and potential liability.

#### ***BVI Jurisdiction and Limited Legal Recourse***

The Company is incorporated in the British Virgin Islands, which may limit Purchasers' legal recourse compared to entities formed in their home jurisdictions. BVI laws regarding investor protection, corporate governance, and dispute resolution may differ substantially from those in other jurisdictions. Any disputes are governed by BVI law and, for non-Consumer Purchasers, must be resolved through BVI arbitration. This creates practical challenges for Purchasers including increased costs to pursue claims in a foreign jurisdiction, difficulties enforcing judgments, and limitations on class actions or representative proceedings. The Company's directors do not contract personal liability for Company obligations, further limiting recourse for Purchasers.

#### ***Intercompany Agreements and Operational Dependence***

The Company's operations rely on master services agreements and intercompany arrangements between affiliated entities. If any of these agreements are invalidated, breached, or become unenforceable, the ability to manage resources, enforce IP rights, or allocate revenue may be impaired. Failure to coordinate among the entities could result in delays or failure to deliver the SPWR Tokens or support the platform.

#### ***IP Infringement and Enforcement Limitations***

The Company may be accused by third parties of infringing software, design, or branding rights. IP claims are common in emerging technology sectors, and the Company may not have sufficient resources to defend against such claims. Even where the Company owns proprietary algorithms or content, enforcing those rights globally may be prohibitively expensive or legally infeasible.

#### ***Open Source and Cloning Risks***

The SuperWorld Platform relies on open-source technologies and protocols that may be freely copied or forked. A third-party could recreate key platform components and release a competing product that undermines SuperWorld's adoption or reputation. The Company may be unable to prevent others from mimicking functionality or using similar branding, especially in jurisdictions where it lacks trademark protection.

#### ***Platform Misuse and Unauthorized Use***

The open nature of blockchain systems makes them susceptible to use by unauthorized or malicious actors. Minors, persons from restricted jurisdictions, or sanctioned individuals may attempt to use the SuperWorld Platform despite user restrictions. The Company may have limited ability to prevent or remediate such use, and any regulatory consequence arising from misuse could be serious, including legal liability, reputational harm, or demands to restrict access at the protocol level.

## **Discretionary Use of Proceeds**

### ***No Specific Allocation of Proceeds***

The Company has not committed the proceeds of this offering to any specific uses or projects. While proceeds may be used to support the development, security, maintenance, and expansion of the SuperWorld Platform, the Company retains broad discretion to reallocate funds based on evolving business conditions, strategic priorities, or regulatory developments. Purchasers will have no input on how proceeds are used. Proceeds from the Offering are directed by SuperWorld Inc. The Company does not exercise discretion over the final allocation or use of proceeds beyond token issuance and compliance.

### ***Risk of Misuse or Inefficient Allocation***

Management decisions regarding the use of proceeds may not align with Purchasers' expectations or best interests. Funds could be allocated to initiatives that do not generate user growth, platform utility, or long-term sustainability. Operational, legal, or technical setbacks may divert funds away from core development. If funds are misallocated or used ineffectively, the result could be delayed development, reduced functionality, or diminished value of the SPWR Tokens.

### ***Use of Proceeds May Not Yield Anticipated Results***

Even if funds are used as intended, there is no guarantee that these expenditures will lead to a successful token launch, robust platform participation, or sustainable token utility. Strategic acquisitions, marketing efforts, or platform upgrades may fail to attract users or generate network effects. Purchasers should not assume that their contribution will lead to measurable token appreciation or broader adoption.

## **Legal Representation and No Advisory Relationship**

### ***Representation by Legal Counsel***

The law firm assisting with the preparation of this Memorandum represents only the Company in connection with this offering. Purchasers are not clients of the law firm and should not rely on any part of the Memorandum as legal advice directed to them. The law firm does not undertake to verify the accuracy of factual information nor to monitor ongoing legal compliance.

### ***No Fiduciary or Advisory Relationship***

Purchasers of SPWR Tokens will not be entitled to any fiduciary, agency, partnership, or trust relationship with the Company. The Company does not act as a fiduciary, advisor, or agent to token holders and is limited to token issuance and compliance. Key decisions regarding the development of the SuperWorld Platform and allocation of proceeds are made by SuperWorld Inc.

## **Unanticipated Risks and Platform Policy Violations**

### ***Unanticipated and Emerging Risks***

Blockchain technologies, digital assets, and related regulatory frameworks are evolving rapidly. New or unforeseen risks may emerge that are not covered in this document. These could include novel attack vectors, changes in protocol behavior, regulatory reclassification, shifts in user expectations, or disruptive technological innovations. Purchasers accept the risk that future developments may materially affect the value, functionality, or legality of the SPWR Tokens.

### ***Violation of Terms and Policy Risks***

SPWR Tokens and the SuperWorld Platform are subject to terms of use, policies, and community standards established by the Company. Users who violate these standards, including but not limited to terms prohibiting unlawful conduct, abusive behavior, or use by restricted persons, may face suspension or restriction of access. Widespread violations or misuse could invite regulatory scrutiny, harm the reputation of the platform, or result in the Company imposing broader restrictions on token usage or platform access.

## USE OF PROCEEDS

The Company estimates that the maximum net proceeds from this Offering may be approximately \$41,500 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 SuperWorld Platform through community building and engagement. No proceeds from this Offering will be used to discharge any indebtedness.

Proceeds from this Offering will be directed to SuperWorld Inc, which is responsible for managing the flow of funds to the SuperWorld Foundation, the entity tasked with development, operations, and commercialization of the SuperWorld Platform. The Company does not determine or control the ultimate use of proceeds beyond token issuance and legal compliance.

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 SuperWorld Platform, the future value and utility of Purchasers' SPWR 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 expenditure 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 SPWR Tokens in the Republic Offerings. If we do not sell any of the SPWR 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 SPWR 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 \$0.016 to \$0.020 per SuperWorld 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	138,958,333 (1)(2)	\$1,245,000.00 (3)	\$0.009(4)
Tokens offered in this Offering	2,500,000 (5)	\$47,000.00(6)	\$0.0188 (7)
Tokens offered in Concurrent Offering (8)	7,500,000 (9)	\$141,000.00 (10)	\$0.0188

- (1) Includes (i) 40,000,000 SPWR Tokens that were allocated to Early Backers and Angel Investor contributors; (ii) 40,000,000 SPWR Tokens that were allocated to SAFE Investors; (iii) 8,333,333 SPWR Tokens that were allocated to the KOL ambassadors of the Company; and (iv) 50,625,000 SPWR Tokens that were allocated to the SAFT-1 Investor Round private sale contributors.
- (2) Contributors in the Early Backers, SAFE Round, KOL Round, and SAFT-1 Rounds are subject to various unlock schedules as described in the Plan of Distribution.
- (3) Total consideration includes (i) \$320,000.00 pursuant to contributions made to the Company by Early Backers and Angel Investor contributors; (ii) \$320,000.00 attributed to contributions made to the Company by SAFE Investors; (iii) \$100,000.00 pursuant to contributions made to the Company by KOL Round contributors; and (iv) \$505,000.00 pursuant to contributions made to the Company by SAFT-1 Investor Round contributors.
- (4) The price per SuperWorld Token offered or attributed (with respect to the SAFE Round) to contributors in (i) our Early Backers/Angel Round was \$0.008; (ii) our SAFE Investor Round was \$0.008; (iii) our KOL Round was \$0.012; and (iv) for our SAFT-1 Investor Round, 50,000,000 SPWR Tokens were sold at \$0.010 per Token, and 625,000 SPWR Tokens were sold at \$0.008 per Token. For all SPWR Tokens issuable pursuant to the Angel Round, SAFE Round, KOL Round and SAFT-1 Round, this amount is calculated based on a price of \$0.009.
- (5) Includes: (i) 750,000 SPWR Tokens offered in the “Whitelist” sale, and (ii) 1,750,000 SPWR Tokens offered in the public sale, both on the Republic platform in reliance upon Regulation D.
- (6) Total Consideration includes: (i) \$12,000.00 for total SPWR Tokens offered in the “Whitelist” sale; and (ii) \$35,000.00 for SPWR Tokens offered on the Republic platform in reliance upon Regulation D.
- (7) The prices for the SPWR Tokens offered for sale in reliance on Regulation D is: (i) \$0.016 in the “Whitelist” sale; and (ii) \$0.020 in the public offering.
- (8) Offered on the Republic platform pursuant to an International Offering Memorandum (“*IOM*”).
- (9) Includes (i) 2,225,000 SPWR Tokens offered in the “Whitelist” sale, and (ii) 5,250,000 SPWR Tokens offered in the public sale, both on the Republic platform in reliance upon Regulation S.
- (10) Total Consideration includes: (i) \$36,000.00 for total SPWR Tokens offered in the “Whitelist” sale; and (ii) \$105,000.00 for SPWR Tokens offered in the public sale, both on the Republic platform in reliance upon Regulation S.

## MANAGEMENT OF THE COMPANY

Our members including their ages and positions, are set forth below:

Name	Age	Functional Position
<b><i>Directors</i></b>		
Marco Aniballi	62	Director
<b><i>Significant Service Providers</i></b>		
Hrish Lotlikar	49	Co-Founder and Chief Executive Officer
Max Woon	54	Co-Founder and Chief Technology Officer

### Directors

**Marco Aniballi**. Marco is a Director for SuperMetaverse Inc. and SuperWorld Foundation. He is the managing director of Block Blox, a consulting firm that helps clients design and implement rational and valuable systems solutions, often using blockchain technologies. Marco has over 40 years of experience in technology products, commercial structure, and economic model engineering. As a strategic advisor for several projects and companies in the blockchain and crypto space, he has extensive knowledge and skills in product systems design and operations, socio-economic and commercial modeling, and regulatory compliance to enable innovation and impact. He is passionate about creating and improving systems that raise the bar globally for the benefit of humanity and the planet.

### Significant Service Providers

**Hrish Lotlikar**. Hrish is a Co-Founder and Chief Executive Officer at SuperWorld Inc. He is also Co-founder & Board Member of the Open Metaverse Alliance (OMA3) whose goal is to ensure virtual land, digital assets, ideas, and services are highly interoperable between platforms and transparent to all communities. Previously, he co-founded Rogue Initiative Studios (partnered with director Michael Bay), a Hollywood film, TV, gaming, and immersive entertainment studio. He was also the founding Managing Partner of Eastlabs, an early-stage VC fund based in Kyiv, Ukraine. Previously, Hrish was a Senior Business Developer and Global Evangelist at Toptal (backed by Andreessen Horowitz, the Rockefellers & the co-founders of Facebook and Zynga), a venture capital investor at Spencer Trask Ventures, and an investment banker at both UBS Investment Bank and HSBC Securities, where he specialized in public finance, corporate finance, and M&A. He also was an Associate in the Global Business Development Group at the management consulting firm Hewitt Associates. Hrish holds a BA in Political Science from Rice University and both an MBA and MPH from University of Illinois at Chicago.

**Max Woon**. Max is a Co-Founder and Chief Technology Officer at SuperWorld Inc. Before founding SuperWorld, Max co-founded Xfire (acquired by Viacom), Phizzle, Storytime Studios, was the founding CTO at Toonstar and the technical advisor at Sliver.tv. In each of these roles Max's technical skills were utilized as the CTO of the company. Max holds a BS from the Imperial College London and pursued a Phd in Theoretical Physics at the University of Cambridge before dropping out to become an entrepreneur.

### Management Composition and Risk Oversight

The Management of the Company is currently composed of one member. There are no family relationships among any of the significant service providers.

### Relationship to SuperMetaverse Inc.

The Company has a Master Services Agreement with SuperWorld Inc., a Delaware corporation, dated May 5, 2017. Under this agreement, SuperMetaverse Inc. holds the legal authority to issue the SPWR token and manages all tokenomics, treasury operations, and regulatory compliance. This division of responsibilities creates a complementary relationship where SuperWorld focuses on content, booking and creative execution while SuperMetaverse handles token governance and financial operations, with transparent compensation and token allocation practices addressing potential conflicts of interest between the interlinked organizations.

## **Development and Intellectual Property Framework**

Under their agreement, the SuperWorld Foundation retains full ownership of the SuperWorld intellectual property, including all assets, code, design elements, visual concepts, and creative content developed during their partnership. SuperWorld will earn a percentage from virtual real estate sales and bookings, digital commerce, e-commerce, and advertising transactions as well. SuperWorld's virtual real estate platform allows users to buy virtual plots of land anywhere in the world encompassing 0.1 x 0.1 longitude/latitude and to be able activate monetization in that location and thereby become a stakeholder on the platform in real world locations. Each plot of virtual real estate is structured as a unique digital asset, characterized by a unique longitude and latitude and is on EVM blockchains like Ethereum. This means that owning a piece of SuperWorld Virtual real estate literally gives you its digital property rights on the SuperWorld platform in those real-world locations.

## **Limitation of Liability and Indemnification**

To the fullest extent permitted by applicable law, (i) in no event will SuperMetaverse Inc 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, Token Purchase Agreements, or SPWR Tokens, regardless of the form of action, whether based in contract, tort, or any other legal or equitable claim (even if the Company 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 SuperMetaverse Inc, whether in contract, tort, or other legal or equitable claim, arising out of or relating to this Memorandum, SPWR Tokens exceed the amount the Purchaser pays to SuperWorld Inc hereunder. The Company shall not be liable or responsible to the Purchaser, nor 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, delivering the SPWR Tokens.

The Memorandum of Association and Articles of Association of the Company provide that directors do not contract personal liability for the obligations of the Company.

## DIRECTOR COMPENSATION

Name and Position	Salary	Token Allocation (of Total Token Supply)
Marco Anibaldi <i>Director</i>	\$5,000/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 February 19, 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 will utilize its affiliate, Republic Core LLC, to complete statutorily required bad actor checks. For such services, Issuer will pay Republic Core LLC \$1,500.

ODB is not purchasing any of SPWR 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](http://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 Issuer will pay ODB two forms of commission at the closing of this Offering and the Concurrent Offering:

1. **Cash Commission.**

ODB is entitled to the greater of (i) \$12,000 or (ii) 6 percent of the combined gross proceeds from the two offerings (the “**Cash Commission**”).

*Example—floor applies:* If total proceeds are \$150,000, the \$12,000 minimum exceeds 6 percent of that amount, so ODB receives \$12,000 in cash (effectively 8 percent). For an individual who invests \$1,000 in this scenario, \$80 of that purchase price goes to ODB as Cash Commission and \$920 is delivered to the Company.

*Example—percentage applies:* If total proceeds reach \$300,000, 6 percent equals \$18,000, which is higher than the \$12,000 floor. ODB therefore receives \$18,000 in cash. For a \$1,000 purchase under these circumstances, the Cash Commission is \$60 and \$940 flows to the Company.

2. **Token Commission.**

ODB will also receive SPWR Tokens having a value equal to 2 percent of the gross proceeds. Thus, for every \$1,000 investment, ODB is issued Tokens worth \$20. This commission is assessed on top of the proceeds of the offering, not deducted from any amounts raised.

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

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

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

*Payment Processing and Administrative Fees:* Purchases through Stripe will incur a total fee of approximately 2.7%-3.8% plus an additional \$0.36 per transaction. The Issuer shall pay to ODB, irrespective of the outcome of any offering, all payment processing fees including, but not limited to Zero Hash LLC and any other payment processor mutually agreed to by ODB and the Issuer. If the Offering has launched, these fees are typically the greater of \$2,500 or approximately 2% of an Offering's proceeds. Purchases in USDC and USDT through Stripe and ZeroHash will incur a total fee equal to the greater of \$2,500 (minimum fee) or 0.1% of the total payment volume. The above fees for Stripe and ZeroHash will ultimately be borne by the Company. ODB charges a two and one-half percent (2.5%) administrative fee for payments made via credit card, on the gross principal transaction with a minimum fee of \$5 and a maximum fee of \$250. The fee is added to the total amount of the investment at checkout.

*Business Advisory Service Fees:* We have paid ODB \$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*

SuperMetaverse Inc. is a British Virgin Islands corporation. SuperWorld Foundation, a foundation company formed pursuant to the laws of the Cayman Islands, is the sole owner of the Company. SuperWorld Foundation is a memberless entity.

The address for SuperWorld Foundation, for the purposes of this Offering, is: Craigmuir Chambers, Road Town, Tortola, VG, 1110, British Virgin Islands. We have determined beneficial ownership of our common stock in accordance with the rules of the SEC. . We have determined beneficial ownership of our common stock in accordance with the rules of the SEC.

<b>Title of Class</b>	<b>Name and address of beneficial owner</b>	<b>Amount and nature of beneficial ownership</b>	<b>Percent of Class</b>
Shares of Common Stock	SuperWorld Foundation	50,000 shares of Common Stock	100%

## DESCRIPTION OF THE SPWR TOKENS

### Overview

SPWR Tokens (“*SPWR Tokens*”) are functional digital assets that serve as the principal medium of exchange and incentive within the SuperWorld Platform. They are intended **solely** for use inside the platform’s ecosystem, which combines AI agents, predictive gaming, and location-based utilities, and **not** for speculative investment. Intellectual-property rights in the platform and all revenue generated from its operation belong to SuperWorld Inc. under a Management Services Agreement (“MSA”). The Company’s role is limited to issuing SPWR Tokens.

This Offering consists of Token Purchase Agreements (“*TPAs*”) that give each purchaser the right to acquire SPWR Tokens. TPAs and the underlying tokens are subject to the transfer restrictions set forth under “*Terms of the Offering.*”

### Ownership and Security of SPWR Tokens

The ownership of SPWR 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 SPWR Tokens.

To execute any transaction involving SPWR 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 SPWR Tokens. SPWR 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 SPWR 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 SPWR Tokens.

### Functionality and Development of SPWR Tokens

The development of the SuperWorld token is progressing strategically to ensure seamless integration into our platform’s core functionalities. Here’s a detailed breakdown of the current progress and what will be available at Token Integration Event (*TIE*):

- **Smart-contract architecture:** An ERC-20 contract has been coded and is undergoing audit. Layer-2 bridging is planned to reduce settlement fees and congestion once main-net stability is confirmed.
- **Core utilities defined:** The token will (i) settle in-platform payments—bookings, advertising fees, and other micro-transactions; (ii) distribute activity-based rewards that encourage creation of “worlds,” content placement, and user referrals; and (iii) support single-asset staking that yields additional SPWR and unlocks premium platform features.
- **Partner integrations:** Technical work is in progress to let SPWR flow directly through SI Tickets (events), Magma (digital-twin real-estate), and Tokinvest (tokenized-property management) once the token is live.

### Token-Integration Event (“TIE”) Milestones

At TIE—the first on-chain distribution—users will be able to:

- **Claim and stake** newly released SPWR; unclaimed allocations remain locked.
- **Earn rewards** for verified actions (e.g., adding locations, hosting events, booking through Simplenight).
- **Spend tokens** for a limited set of payments inside SuperWorld (select bookings and platform fees).

### Post-TIE Enhancements (subject to technical feasibility and regulatory clearance)

- **Staking tiers and locked-reward multipliers** to encourage longer commitments.
- **Limited-scope, on-chain governance** so tokenholders can vote on future reward weights and feature roll-outs (does *not* extend to corporate matters).

- Expanded payment acceptance across additional service lines and third-party partners.
- New incentive layers, such as creator-pool rebates and location-based advertising fee shares, designed to deepen user engagement and liquidity.



*Regulatory review of staking and reward mechanics is continuing in parallel; any feature that fails to receive the required legal sign-off will be modified or deferred.*

### Token Supply

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

### Limited SPWR Token-Related Rights

SPWR Tokens (**SPWR**) are utility tokens designed to facilitate various functions within the SuperWorld Platform. Holding SPWR Tokens does not grant you any ownership or control rights in the Company (SuperMetaverse Inc.), its parent (SuperWorld Inc), its affiliates, or any third-party developer. Specifically, SPWR Tokens do not:

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

While SPWR Tokens are described as governance tokens, the Company is a British Virgin Islands corporation governed by a sole director. The Company functions as the token-issuing entity, while all IP rights and revenue belong to SuperWorld Inc. Token holders' governance rights are limited in scope and don't extend to fundamental business decisions, which remain under the control of the Management.

### Secondary Markets

The SuperWorld Token is designed to be used on and interacting with the SuperWorld Platform. While the SuperWorld Token may technically be capable of being transferred on digital asset trading platforms or other venues, the Company does not support or encourage any use of the SuperWorld Token beyond its stated usefulness on or in connection with the SuperWorld Platform. The launch \$SPWR as a utility-only token with restricted trading and integrate a dual-fee model (migration + trading fees) to build sustainable liquidity. Instead of enabling full trading, incentivize platform usage will

encourage to drive token demand.

## DESCRIPTION OF THE SUPERWORLD PLATFORM

### Overview

The SuperWorld Platform overlays an AR “surface” onto real-world geography, enabling users to create, discover, and monetize location-based content. Revenue is derived from multiple channels—including bookings, advertising, and commerce—supported by Web3, AI, AR, and DeFi components. Key third-party providers include AWS (cloud), Tilia Inc. (money transmission), Mapbox/Google Maps (geolocation), Niantic 8th Wall (WebAR), and SimpleNight/SI Tickets (booking and events)

### Platform Architecture

SuperWorld overlays an AR “surface” on real-world geography, rendered via Mapbox and Google Maps APIs. Users inject multimedia content—3-D models, video, audio, NFTs—into specified coordinates. That content is discoverable through a mobile-friendly interface that abstracts wallet creation and seed phrases, improving accessibility in bandwidth-sensitive regions.

Core service layers:

- ✓ **Spatial Mapping & Rendering** — Mapbox, Google Maps, and Niantic 8th Wall supply geolocation and WebAR pipelines.
- ✓ **Commerce & Settlement** — Tilia Inc. handles money-transmission compliance; SPWR settles on-chain fees; AWS hosts back-end workloads.
- ✓ **Tokenized Asset Gateway** — Magma provides digital-twin creation; Tokinvest on-boards tokenized, income-producing real estate.

### User Segments and Value Proposition

Segment	Principal Motivation
Creators & influencers	Earn referral and content-engagement rewards; curate travel recommendations
Travelers & explorers	Discover places via user-generated “worlds” and receive rewards
Virtual-real-estate owners (SuperCitizens)	Share in all monetization inside their plot (ads, bookings, DePIN fees)
Brands & businesses	Launch geo-anchored ad campaigns; sell tickets or services
Web3 participants	Stake tokens, participate in limited governance

### Revenue Model

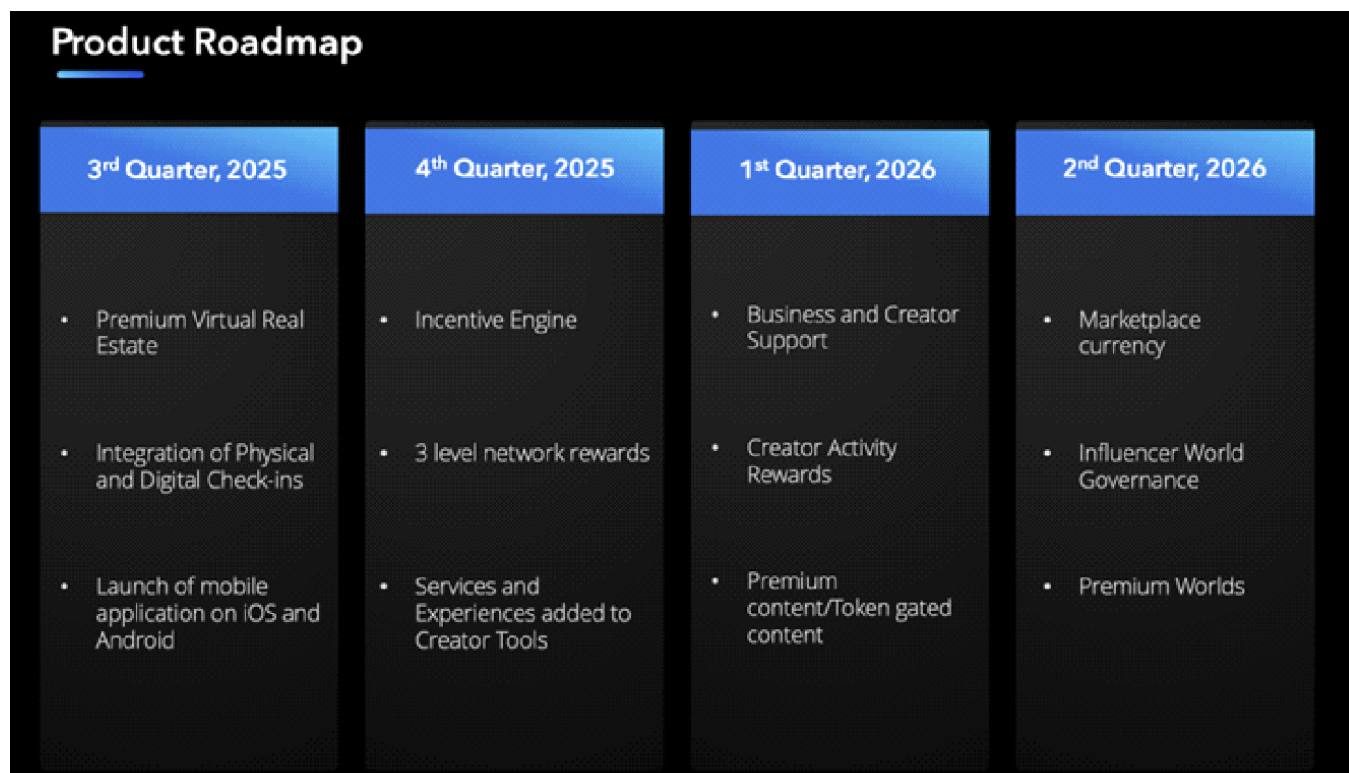
Revenue streams include: primary NFT sales and royalties from virtual real estate; digital commerce, e-commerce, bookings, premium content, location-based advertising; subscription services and premium content. A diversified mix reduces reliance on any one stream and aligns every stakeholder’s incentives:

- ✓ **Primary Sales & Royalties:** Virtual real estate primary and secondary-market fees.
- ✓ **Digital Commerce:** Sales of user generated digital assets and secondary market fees.
- ✓ **E-Commerce:** Commission from sales of bookings across hotels, restaurants, experiences and services
- ✓ **Advertising:** Revenues from promoted and featured content.
- ✓ **Subscriptions:** Subscription revenue from premium Worlds.
- ✓ **Premium Content:** Revenue from paid content or live streams.



## State of the Project

The following graphic highlights some of the Company's development efforts to date as well as targets and goals for 2025:



## Competition

Principal competitors are OVR, Upland, Next Earth, and Earth 2. SuperWorld differentiates itself by:

1. **Real-world monetization:** direct linkage of digital activity to verifiable physical locations.
2. **Decentralized mapping layer:** users create personalized “worlds” analogous to a crowdsourced, Web3-enabled Google Maps.
3. **Multi-layered business model:** revenue from bookings, advertising, and tokenized assets, not solely land speculation.
4. **Established partners:** integrations with ticketing, real-estate digital-twin, and token-management platforms.
5. **Low barrier to entry:** users need not purchase virtual land to participate.

A tabular comparison of these features against each named competitor is provided in the graphic entitled “Competitive Analysis.”

## Competitor Analysis

SuperWorld differentiates itself with a focus on real world utility and cross platform accessibility

	SUPERWORLD	UPLAND	EARTH 2	Decentraland	NEXT EARTH	
Mapped to Real World Locations	✓	✓	✓	✗	✓	✓
Creating non-gaming real world utility for business owners and brands	✓	✗	✗	✗	✗	✓
Utilizing immersive technology AR & VR	✓	✓	✗	✗	✗	✓
Create Photo-Realistic Digital Twins of real world properties and locations	✓	✗	✗	✗	✗	✗
Cross Platform Capabilities: Apple, Google, Meta, and Niantic	✓	✗	✗	✗	✗	✗

## PLAN OF DISTRIBUTION

This Offering of SPWR 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 SPWR Tokens

The 1,000,000,000 SPWR Tokens, consisting of the initial minted supply of SPWR Tokens, will be distributed as set forth below. Tokens categories below may be subject to a lock up period following the TIE, during which time the initial tranche accumulates and unlocks in a lump sum at the end of such period (such period, the “*Cliff*”) and thereafter the remaining balance unlocks linearly over a subsequent period (such period, the “*Linear Unlock*”) :

Allocation	Tokens	%	Cliff (Months)	Linear Unlock (Months)
<b>Private Sales:</b>				
Early Backers/ Angels	40,000,000	4.0%	12	18
SAFE Investors	40,000,000	4.0%	18	24
KOL Round	8,333,333	0.83%	1	9
SAFT-1 Investors	50,625,000	5.06%	12	12
SAFT-2 Investors	157,708,333	15.77%	12	8
<b>Public Sales:</b>				
Republic “Whitelist Sale (Reg D)”	750,000	0.075%	12	0
Republic Sale (Reg D)	1,750,000	0.175%	12	0
Republic “Whitelist” Sale ( <i>Concurrent Offering</i> )	2,250,000	0.225%	3	6
Republic Sale ( <i>Concurrent Offering</i> )	5,250,000	0.525%	3	6
Other Public Sales	65,000,000	6.50%	3	6
Founder & Team	120,000,000	12.0%	9	36
Advisors	85,000,000	8.5%	9 or 15	24 or 30
Foundation	113,333,334	11.33%	0	24
Liquidity Reserves	100,000,000	10.0%	0	1
Community Incentives	120,000,000	12.0%	0	24
Marketing	50,000,000	5.0%	0	6
Strategic Partners	40,000,000	4.0%	9	24
<b>Total Token Allocation:</b>	<b>1,000,000,000</b>	<b>100.00%</b>		

**Private Sales:** A total of 296,666,666 SPWR Tokens, equal to 29.67% of the initial network supply, is allocated to investors across multiple fundraising rounds per the below. These numbers may be increased by the Company in its discretion subsequent to the commencement of the Offering by allocation from the Company’s reserves.

**Early Backers/ Angel Investors:** 40,000,000 SPWR Tokens, equal to 4.0% of the initial network supply, will be sold at \$0.008 per token, and is allocated to the earliest supporters and angel investors who provided capital during the nascent stages of the project. Tokens in this category will be subject to a 12-month Cliff after the Token Integration Event (“*TIE*”) and an 18-month Linear Unlock schedule.

**SAFE Investors:** 40,000,000 SPWR Tokens, equal to 4.0% of the initial network supply, is allocated at a price of \$0.08 per token to SAFE Investors in pre-sale rolling equity rounds formalized through Simple Agreement for Future Equity (SAFE) agreements. Tokens in this category will be subject to an 18-month Cliff after the TIE and a 24-month Linear Unlock schedule.

**KOL Round.** 8,333,333 SPWR Tokens, equal to 0.83% of the initial network supply, will be sold at 0.012 per token, and is allocated to the KOL ambassadors of the Company. Tokens in this category will be subject to a 1-month Cliff after the TIE and a 9-month Linear Unlock schedule.

**SAFT-1 Round.** A total number of 50,625,000 SPWR Tokens, equal to 5.06% of the initial network supply, will be sold at \$0.010 per token, and is allocated to the Pre-Sale SAFT-1 Investors who provided capital during the nascent stages of the project. Tokens in this category will be subject to a 12-month Cliff after the TIE and a 12-month Linear

Unlock schedule.

**SAFT-2 Round:** A total number of 157,708,333 SPWR Tokens, equal to 15.77% of the initial network supply, will be sold at \$0.015 per token, and is allocated to prospective SAFT private sales. Tokens in this category will be subject to a 12-month Cliff after the TIE and an 8-month Linear Unlock schedule.

**Public Sales:** A total of 75,000,000 SPWR Tokens, equal to 7.50% of the initial network supply, is allocated to investors across multiple fundraising rounds per the below. These numbers may be increased by the Company in its discretion subsequent to the commencement of the Offering by allocation from the Company's reserves.

**Republic "Whitelist" Sale (Regulation D).** 750,000 SPWR Tokens, equal to 0.075% of the initial network supply of the SPWR Tokens, will be sold at \$0.016 per token, and is allocated for sales to certain "whitelist" contributors in the Republic Sale (Regulation D). 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 Sale (Regulation D).** 1,750,000 SPWR Tokens, equal to 0.175% of the initial network supply of the SPWR Tokens, will be sold at \$0.020 per token, and is allocated to certain contributors in the Republic Sale (Regulation D). Tokens in this category will be released within seven calendar days after the Restricted Period.

**Republic "Whitelist" Sale (Concurrent Offering).** 2,250,000 SPWR Tokens, equal to 0.225% of the initial supply of the SPWR Tokens, will be sold at \$0.016 per token, and is allocated for sales to certain contributors in the Republic Sale (Regulation S). Tokens in this category will be subject to a 3-month Cliff after the TIE and a 6-month Linear Unlock schedule.

**Republic Sale (Concurrent Offering).** A total number of 5,250,000 SPWR Tokens, equal to 0.525% of the network supply of the SPWR Tokens, will be sold at \$0.020 per token, and is allocated to certain contributors in the Republic Sale (Regulation S). Tokens in this category will be subject to a 3-month Cliff after the TIE and a 6-month Linear Unlock schedule.

**Other Public Sales.** 65,000,000 SPWR Tokens, equal to 6.50% of the initial network supply of the SPWR Tokens, will be sold at \$0.020 per token, and is allocated to supplementing the Republic Sales or future public sales. Tokens in this category will be subject to a 3-month Cliff after the TIE and a 6-month Linear Unlock schedule.

**Founder & Team:** A total of 120,000,000 SPWR Tokens, equal to 12.0% of the initial network supply, will be allocated to the project's founders and team members. Tokens in this category will be subject to a 9-month Cliff and a 24-month Linear Unlock schedule.

**Advisors:** A total of 85,000,000 SPWR Tokens, equal to 8.5% of the initial network supply of the SPWR Tokens will be allocated to strategic advisors who contribute expertise in various areas like technology, business development, or marketing. Tokens in this category will either be subject to a 9-month Cliff and a 24-month Linear Unlock schedule or a 15-month Cliff and a 30-month Linear Unlock schedule.

**Foundation:** A total number of 113,333,334 SPWR Tokens, equal to 11.33% of the initial network supply of the SPWR Tokens will be allocated to fund ongoing ecosystem development efforts. Tokens in this category will be subject to a 24-month Linear Unlock schedule following the TIE.

**Liquidity Reserves:** A total number of 100,000,000 SPWR Tokens, equal to 10.0% of the initial network supply of the SPWR Tokens will be allocated to maintaining token liquidity for the Company. Tokens in this category will be subject to a 1-month Linear Unlock schedule following the TIE.

**Community Incentives:** A total number of 120,000,000 SPWR Tokens, equal to 12.0% of the initial supply of the SPWR Tokens will be allocated to reward and incentivize the community. Tokens in this category will be subject to a 24-month Linear Unlock schedule following the TIE.

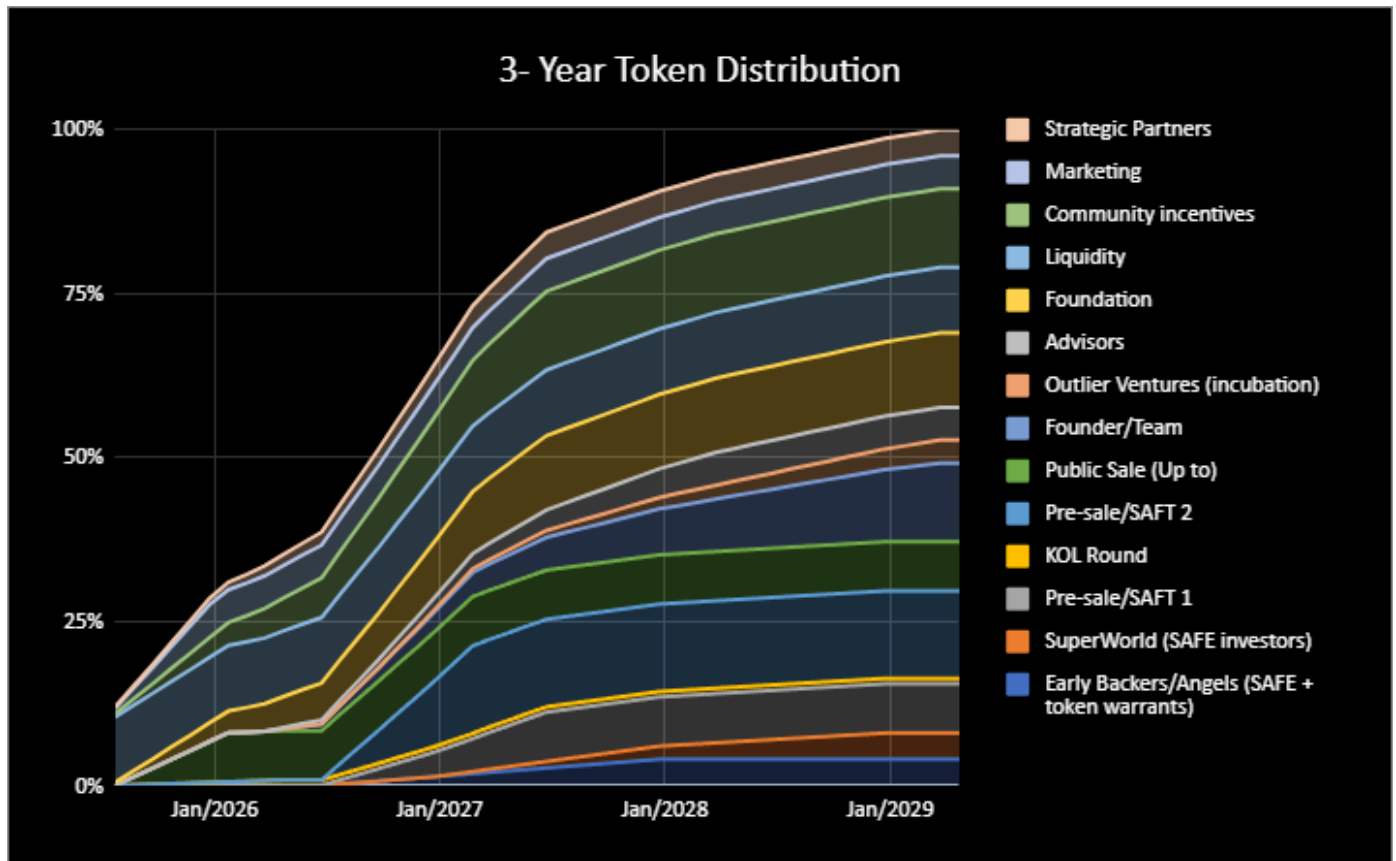
**Marketing:** A total number of 50,000,000 SPWR Tokens, equal to 5.0% of the initial network supply of the SPWR Tokens, will be allocated for SuperWorld marketing efforts. Tokens in this category will be subject to a 6-month Linear Unlock schedule following the TIE.

**Strategic Partners:** A total of 40,000,000 SPWR Tokens, equal to 4.0% of the initial network supply of the SPWR Tokens, will be allocated to key partners such as strategic technology providers, business partnerships, or market expansion facilitators. Tokens in this category will be subject to a 9-month Cliff following the TIE and a 24-month Linear Unlock schedule.



## SuperWorld Token Supply Release Schedule

The figure below shows the change in SuperWorld Token supply over time as the SPWR 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 SPWR Tokens offered hereby because: (i) a purchase of the SPWR Tokens involves a number of significant risks (see “[Risk Factors](#)”); (ii) no market for the SPWR Tokens currently exists; and (iii) there is no established trading market for the SPWR Tokens and it is possible that a robust public market will never develop for the SPWR Tokens. The sale of SPWR Tokens as described herein is intended to be exempt from registration under the Securities Act and applicable state securities laws.

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

- (i) Any bank, as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker-dealer registered pursuant to Section 15 of the Exchange Act; any insurance company, as defined in Section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; and any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, that is either a bank, savings and loan association, insurance company or registered investment advisor, if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by person(s) that are accredited investor(s);
- (ii) Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of

- 1940;
- (iii) Any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, any corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring the Common Stock, with total assets in excess of \$5,000,000;
  - (iv) Any Management of the Company;
  - (v) Any natural person whose individual net worth, or joint net worth with that person's spouse, exclusive of the value of the person's primary residence net of any mortgage debt and other liens, at the time of his or her purchase exceeds \$1,000,000;
  - (vi) Any natural person who had an individual income in excess of \$200,000, or joint income with that person's spouse in excess of \$300,000, in each of the two most recent years and who reasonably expects to reach the same income level in the current year;
  - (vii) Any trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Common Stock, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D;
  - (viii) Any entity all of whose equity owners are accredited investors;
  - (ix) Any entity of a type not listed in paragraphs (i), (ii), (iii), (vii), or (viii) above, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;
  - (x) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status;
  - (xi) Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;
  - (xii) Any "family office" as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940"
    - a. With assets under management in excess of \$5,000,000;
    - b. That is not formed for the specific purposes of acquiring the securities offered, and
    - c. Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or
  - (xiii) Any "family client," as defined in rule 202(a)(11)(G)01 under the Investment Advisers Act of 1940, of a family office meeting the requirements in paragraph (xii) above and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (xii)(c) above.

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

As a condition to completing the 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 a 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 SPWR Tokens will need to complete the requisite know-your-customer and anti-money laundering procedures to purchase SPWR 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 SPWR 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 a 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 SPWR Tokens the representations concerning Purchaser’s compliance with the OFAC Programs become untrue, the Company may be required to take certain actions, including refusal to deliver the SPWR 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 SPWR Tokens**

SPWR Tokens will be issued to Purchasers in reliance upon the requirements of an exemption from registration pursuant to Section 3(a)(9) of the Securities Act or other available exemptions to the extent that U.S. federal securities laws apply.

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

## **Prior Offerings**

Completed Private Sale Rounds are as detailed in the “Plan of Distribution” section above. .

All funding has been structured through Token SAFEs (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. SPWR 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 SPWR Tokens, if issued, and that restrict the SPWR Tokens' resale. **SPWR Tokens delivered may not be offered, sold, assigned, transferred, pledged, encumbered, or otherwise disposed of except as permitted under applicable securities laws and the additional restrictions imposed on the SPWR Tokens hereunder. In addition, holders of SPWR Tokens will not be able to transfer their SPWR Tokens until such SPWR 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 have not been registered under the Securities Act or any securities laws of any state, and unless so registered, the SPWR 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 SPWR 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 SPWR 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 SPWR 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 SPWR 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 SPWR 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 SPWR 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 SPWR 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 SPWR 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 SuperWorld Tokenholders thereof or (B) notifies SuperWorld 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 SPWR Tokens. It has had access to such financial and other information concerning the Company and the SPWR 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 SPWR 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 SPWR Tokens, when issued, in reliance upon 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 SPWR 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 SPWR 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., THIS TPA), AND ANY TOKENS WHEN ISSUED PURSUANT TO IT (THE “**SPWR 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 SPWR TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

**REGULATION D ONLY** (THE “**REGULATION D LEGEND**”): THE HOLDER OF ANY SPWR TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SPWR TOKENS, PRIOR TO THE EXPIRATION A ONE-YEAR LOCK-UP PERIOD WITH RESPECT TO THE SPWR 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 INTERESTS 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 THE TOKEN OF INTEREST 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 SPWR Tokens unless it is given reasonable assurance that each person to whom it transfers SPWR Tokens receives notice of any restrictions on transfer of such SPWR 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 SPWR 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 SPWR Tokens will not be required to accept for registration of transfer any SPWR 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 SPWR Tokens or the possession, circulation or distribution of this Memorandum or any other material relating to the Company or the SPWR Tokens in any jurisdiction where action for such purpose is required. Consequently, any transfer of the SPWR 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 SPWR 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 SPWR 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 SuperWorld 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, SPWR Tokens exceed the amount the Purchaser pays to the Company hereunder. The Company shall not be liable or responsible to the Purchaser, nor 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, delivering the SPWR Tokens.

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

The Company has agreed to indemnify ODB against liabilities relating to any investigation, claim, or proceeding stemming from the Offering, liabilities arising from breaches of some or all of the representations and warranties contained in the Broker-Dealer Offering 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 significant service providers, from time to time, may enter into other transactions not specifically described in this Memorandum with affiliates, officers, directors, 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 SPWR 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 SPWR TOKENS.

THE TAX TREATMENT OF SPWR 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 SPWR 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 SPWR 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 interests in order for the Company to verify your suitability for investment and accept your subscription.

**ADDENDUM A**

**COMPANY UNAUDITED FINANCIALS**

**ADDENDUM B**

**SUPERWORLD TOKEN TERMS AND CONDITIONS**

**ADDENDUM C**

**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, members, partners, or equivalencies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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