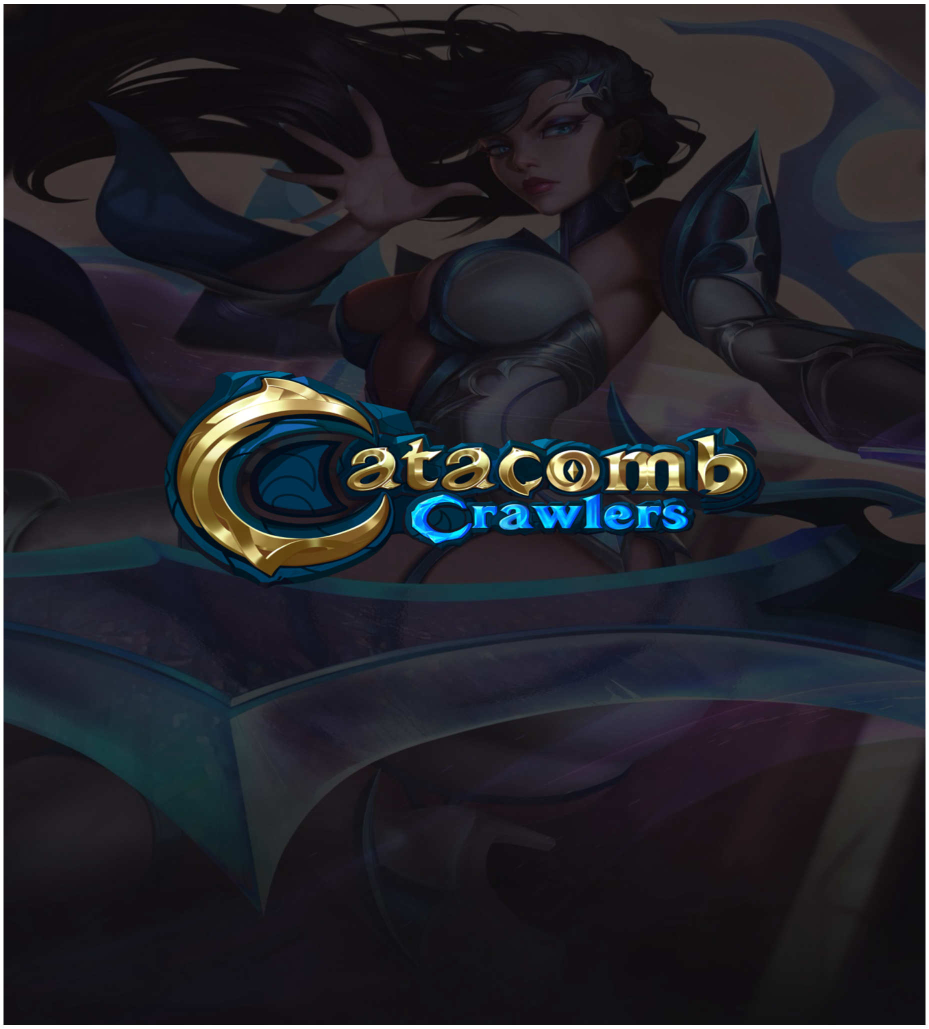
CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

EMEROTH STUDIOS LTD.
A BRITISH VIRGIN ISLANDS COMPANY LIMITED BY SHARES



Up to $600,000 of SAFE-Ts
(Rule 506(c) of Regulation D)

The date of this Memorandum is November 27, 2025.

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SECURITIES DISCLOSURES

THE SECURITIES AND THE SECURITIES ISSUABLE UPON CONVERSION THEREOF OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "**SEC**"), ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM (THE "**MEMORANDUM**").

THE SECURITIES AND THE SECURITIES ISSUABLE UPON CONVERSION THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (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. THE SECURITIES OFFERED HEREBY MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF BY AN INVESTOR UNLESS THEY ARE REGISTERED UNDER THE SECURITIES ACT AND WHERE REQUIRED, UNDER THE LAWS OF OTHER JURISDICTIONS, UNLESS SUCH PROPOSED SALE, TRANSFER OR DISPOSITION IS EXEMPT FROM SUCH REGISTRATION.

A PURCHASE OF THE SECURITIES 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 SECURITIES IS SUITABLE TO SUCH PROSPECTIVE PURCHASER'S FINANCIAL CONDITION AND GOALS. SEE "RISK FACTORS" BELOW.

SECURITIES RISK FACTORS AND SUITABILITY DISCLOSURES

INVESTORS SHALL BE REQUIRED TO REPRESENT THAT THEY ARE FAMILIAR WITH AND UNDERSTAND THE TERMS, RISKS AND MERITS OF THE OFFERING DESCRIBED IN THIS MEMORANDUM AND ALL THE ATTACHMENTS HERETO. THE SECURITIES ARE BEING OFFERED IN A PRIVATE OFFERING TO A LIMITED NUMBER OF INDIVIDUALS OR ENTITIES MEETING CERTAIN SUITABILITY STANDARDS. THIS OFFERING INVOLVES A HIGH DEGREE OF RISK AND PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THEY MAY SUSTAIN A LOSS OF THEIR ENTIRE INVESTMENT.

PURCHASES WILL BE ACCEPTED ONLY FROM "ACCREDITED INVESTORS," AS DEFINED IN RULE 501 OF REGULATION D (SEE "**INVESTOR SUITABILITY STANDARDS**"). THE SECURITIES OFFERED HEREBY ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK. NO INVESTMENT IN THE SECURITIES SHOULD BE MADE BY ANY PERSON WHO IS NOT IN A POSITION TO LOSE THE ENTIRE AMOUNT OF SUCH INVESTMENT. IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR EXAMINATION OF US AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

EXCLUSIVE NATURE OF THE PRIVATE PLACEMENT MEMORANDUM

NO ENTITY HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM. ANY INFORMATION OR REPRESENTATION NOT CONTAINED HEREIN MUST NOT BE RELIED

UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. MOREOVER, NEITHER THE DELIVERY OF THIS MEMORANDUM NOR THE SALE OF THE SECURITIES SHALL UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE

THE COMPANY DISCLAIMS ANY AND ALL LIABILITIES FOR REPRESENTATIONS OR WARRANTIES EXPRESSED OR IMPLIED, CONTAINED IN, OR OMISSIONS FROM, THIS MEMORANDUM, OR ANY OTHER WRITTEN OR ORAL COMMUNICATION TRANSMITTED OR MADE AVAILABLE TO THE RECIPIENT. EACH INVESTOR SHALL BE ENTITLED TO RELY SOLELY ON THOSE REPRESENTATIONS AND WARRANTIES WHICH MAY BE MADE TO THE INVESTOR IN ANY FINAL SAFE-T RELATING TO THE SECURITIES. THE DELIVERY OF THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER IN ANY JURISDICTION TO ANY PERSON TO WHOM SUCH OFFER WOULD BE UNLAWFUL IN SUCH JURISDICTION.

THIS MEMORANDUM DOES NOT PURPORT TO BE ALL-INCLUSIVE OR TO CONTAIN ALL OF THE INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE IN EVALUATING AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN AND THE SECURITIES ISSUABLE UPON CONVERSION THEREOF. INVESTORS MUST CONDUCT AND RELY ON THEIR OWN EVALUATIONS OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THE SECURITIES. THE RISK FACTORS SHOULD BE CONSIDERED IN CONNECTION WITH THE PURCHASE OF THE SECURITIES. NEITHER THE DELIVERY OF THIS MEMORANDUM AT ANY TIME, NOR ANY SALE OF THE SECURITIES HEREUNDER, SHALL UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THE INFORMATION CONTAINED IN THIS MEMORANDUM IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

JURISDICTIONAL (NASAA) LEGENDS

FOR RESIDENTS OF ALL U.S. STATES: THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN A PARTICULAR STATE. IF YOU ARE UNCERTAIN AS TO WHETHER OR NOT OFFERS OR SALES MAY BE LAWFULLY MADE IN ANY GIVEN STATE, YOU ARE HEREBY ADVISED TO CONTACT THE COMPANY. THE SECURITIES DESCRIBED IN THIS MEMORANDUM HAVE NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS (COMMONLY CALLED "**BLUE SKY**" LAWS). THESE SECURITIES MUST BE ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION OF SUCH SECURITIES UNDER SUCH LAWS, OR AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THE STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OF SALE MAY BE MADE IN ANY PARTICULAR STATE. THE DISCLOSURES SET FORTH ON **SCHEDULE A** ARE SUBJECT TO REVISION OR MODIFICATION, AND THE INVESTOR IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE IN THEIR JURISDICTION.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

THIS 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 SECURITIES 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 SECURITY 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**”.

SAFE HARBOR STATEMENT UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT

WITH THE EXCEPTION OF THE HISTORICAL INFORMATION CONTAINED IN THIS MEMORANDUM, THE MATTERS DESCRIBED HEREIN CONTAIN FORWARD-LOOKING STATEMENTS THAT INVOLVE RISK AND UNCERTAINTIES THAT INDIVIDUALLY OR MUTUALLY IMPACT THE MATTERS HEREIN DESCRIBED INCLUDING, BUT NOT LIMITED TO, FINANCIAL PROJECTIONS, PRODUCT DEMAND AND MARKET ACCEPTANCE, THE EFFECT OF ECONOMIC CONDITIONS, THE IMPACT OF COMPETITIVE PRODUCTS AND PRICING, GOVERNMENTAL REGULATIONS, TECHNOLOGICAL DIFFICULTIES AND/OR OTHER FACTORS OUTSIDE THE CONTROL OF THE COMPANY.

CERTAIN SERVICE PROVIDERS

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 INTERESTS OFFERED HEREIN. NONE OF ODB OR ITS AFFILIATES MAKE ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGEMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE CONNECTION OF ODB AND/OR ITS AFFILIATES 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. ODB MAY INVITE OTHER BROKER/DEALERS TO PARTICIPATE IN THIS OFFERING UNDER SIMILAR TERMS AND CONDITIONS.

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

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SUMMARY OF THE OFFERING AND
THE PURCHASE AND CLOSING PROCESS

Emeroth Studios Ltd., a company limited by shares duly organized and existing under the laws of the British Virgin Islands with registration number 2160039 and having its registered office at P.O. Box 3159, Road Town, Tortola, British Virgin Islands (the "**Company**", "**we**" or "**us**") is offering (the "**Offering**") under Section 4(a)(2) and Rule 506(c) of the Securities Act up to $600,000 ("**Maximum Offering Amount**") of the Company's Simple Agreements for Future Equity and Tokens ("**SAFE-T**" or "**Security**") which may convert into Equity and EMER Tokens (the "**Token**") to qualified investors as set forth in the "**Terms of the Offering**," below.

The Token is intended for use on Humanode, a decentralized crypto-biometric network (the "**Network**" or "**Protocol**"), enabling developers to create and execute smart contracts and connect decentralized applications (dApps) using Ethereum Virtual Machine (EVM) (together with the Network, the "**Platform**"), at $0.0012 price per Token (the "**Token Offering Price**"). In subsequent phases, we plan to expand to a multichain deployment to enhance accessibility, interoperability, and user reach across various blockchain ecosystems. The date the Tokens are initially broadly publicly released by the Company for use on the Platform, if ever, shall constitute the "**Token Integration Event**" or "**TIE**".

Best Efforts Basis.

This Offering is being conducted on a "best efforts" basis through a platform found at https://republic.com, which is operated for the benefit of OpenDealBroker LLC d/b/a OpenDealBroker or the Capital R ("**ODB**"). ODB is a registered FINRA/SEC broker dealer. ODB is not purchasing the Securities, except as otherwise set forth herein, and is not required to sell any specific number or dollar amount of Securities in this Offering. Since there is no minimum offering amount of the Tokens required to be sold in this Offering, all funds received from purchases under the Offering will immediately become assets of the Company, and available for use by the Company, upon acceptance of the purchases by the Company. The Company may increase or decrease the amount of the Maximum Offering in its sole discretion. The Company may reject purchases in whole or in part, in its discretion. If the Company accepts purchases for the Maximum Offering, the Company expects the proceeds therefrom to equal as follows:

	SAFE-T Offering Price	Commissions[1]	Fees[2]	Proceeds to Company
Maximum Offering Amount	**$ 600,000**	**$30,000**	**$ 7,500**	**$ 562,500**

(1) The cash fee paid to ODB from the proceeds of this Offering will be the greater of: (A) $12,000 or (B) zero percent (0%) of the total dollar value of the Securities sold in the Offering up to but not in excess of $100,000.00 and six percent (6%) of the total dollar value of the Securities sold in the Offering greater than $100,000.00. See "**Certain Relationships and Related-Party Transactions**".
(2) Legal fees

Purchase Process.

Each investor must complete such documentation as may be requested through the offering platform at https://republic.com/emeroth-studios (the "**Republic Platform**") on behalf of the Company, which may include, without limitation:

1. the execution and delivery of the simple agreement for future equity and tokens (the "**SAFE-T**" and together with any other documents, agreements and instruments, the

"**Offering Documents**"), which shall identify the investor's purchase amount (the "**Purchase Amount**");

2. completion of investor qualification requirements (such as accreditation status verification, if applicable);

3. completion of Know-Your-Customer/Anti-Money Laundering ("**KYC/AML**") and/or Know-Your-Business ("**KYB**") screening requirements; and

4. confirmation by ODB of clearance from its regulation best interests requirements and of receipt of funds by the financial institution providing cryptocurrency payment services for the Offering, which presently is Zero Hash LLC (the "**Payment Servicer**" and the foregoing requirements, collectively, (collectively, the "**Closing Requirements**").

The Company shall have the sole discretion to accept or reject any investor purchase and determine whether or not Closing Requirements have been satisfied.

Closing Process; Payment.

Upon acceptance by the Company of any purchase from qualified investors, the Company shall have the right at any time and prior to the Offering Deadline (as defined below), to effect periodic closings (each a "**Closing**") for purchases in this Offering from investors until the earlier of (i) the date upon which purchases for the Maximum Offering offered hereunder have been accepted, (ii) the Offering Deadline, or (iii) the date upon which the Company elects to terminate the Offering.

Subject to satisfaction of the Closing Requirements, an investor shall make payment for the Securities in USD Coin ($USDC) via any $USDC supported network during the Offering Period (as defined in "**Terms of the Offering**," below).

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 Payment Servicer. The Company reserves the right to discontinue accepting any type of consideration in its sole discretion.

The USD exchange rate for USDC 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 Tokens rounded down to two (2) decimal places.

Delivery of Tokens only upon Token Integration Event.

The Company plans to deliver Tokens on or after the date of the Token Integration Event, as such date may be extended or modified by the Company in its sole discretion (the "**TIE Date**"), as identified in the **Terms of the Offering**, below.

If there is no Token Integration Event on or before the TIE Date, the Company shall repay investors an amount equal to the purchase amount set forth in the investor's SAFE-T (the "**Returned Purchase Amount**"), as soon as reasonably practicable after the TIE Date, to the extent funds are available for such lawful repayment at that time. If there is insufficient capital to refund the investors' Returned Purchased

Amount on the TIE Date, the Company will repay Purchasers with equal priority and on a pro-rata basis among the investors based on the relative value of their respective Purchase Amount on the date of receipt by the Company of such Purchase Amount. *See* "**Use of Proceeds**" below for further discussion of the Company's use of any capital raised in the Offering.

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TERMS OF THE OFFERING

The summary below describes the principal terms of the offering. Certain of the terms and conditions described below are subject to important limitations and exceptions. Prospective investors 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

Company:	Emeroth Studios Ltd.
Tokens/Securities:	SAFE-T which provides an allocation of Equity and EMER Tokens
Expected Date of Token Integration Event:	Such date as determined by the Company, which may be extended or modified by the Company in its sole discretion
Offering Size:	$600,000 of SAFE-Ts, and the expected number of Tokens to be allocated under the SAFE-Ts in this Offering is 500,000,000. Such amount may be modified by the Company in its sole discretion. The total amount of Tokens allocated under the SAFE-Ts for public sale is 1,000,000,000, all of which may be offered and sold by the Company in its sole discretion through the Republic Sale and through other platforms, including digital asset exchanges. Such amount may be increased or decreased in the sole discretion of the Company, including on different terms and conditions.
Token Offering Price:	$0.0012 per Token
Offering Period:	November 28, 2025, at 9:00 am prevailing Pacific Standard Time ("**PST**") through December 12, 2025, at 11:59 pm PST, subject to the Company's discretion to extend the Offering (the "**Offering Period**"). Purchasers who are on the Company's "allowlist" or presales are eligible to participate in this Offering starting on November 27, 2025, at 9:00 am PST. The Company reserves the right to reject any payments not made within the Offering Period. The Offering Period may be extended or shortened in the Company's sole discretion posting a supplement to the Memorandum on the Offering Website.
Purchase Amounts:	Minimum purchase amount is $150. Maximum purchase amount is $480,000. Such amounts may be modified by the Company in its sole discretion.
Form of Agreement:	Simple Agreement for Future Equity and Tokens (the "**SAFE-T**")

Manner of Payment of Purchase Amount:	The Purchase Amount can be paid in USD Coin ($USDC). The US dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth in the SAFE-T. Purchasers must access the Republic Platform at https://republic.com/emeroth-studios and be subject to the Offering Documents. Purchases in USDC through Payment Servicer 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 Payment Servicer will ultimately be borne by the Company. The fee is added to the total amount of the investment at checkout. Purchasers in the Offering will not have the right to revoke their purchase at any time. If a purchase is rejected for any reason, it will be refunded without interest or deduction save any applicable fees. Purchasers will follow instructions for completing payment when making their purchase via the Republic Platform that is operated by ODB for the benefit of the Offering. Cryptocurrencies and digital assets received in connection with purchases pursuant to this Offering are directed to an account maintained by the Company. If a purchase is rejected for any reason, 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, 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, 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 purchase at any time. Gas costs and miner fees paid in the original purchase 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.
Investor Suitability:	Each Purchaser must be an "Accredited Investor," as defined in Rule 501 of Regulation D under the Securities Act and such accreditation must be verified in accordance with the verification standards set forth in Rule 506(c) of Regulation D, *see also* "**Investor Verification Standards,**" below.

Offering Documents and Requirements:	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 the SAFE-T and any other Offering Documents, which shall identify the investor's Purchase Amount; 2. completion of investor qualification requirements (such as accredited status verification, if applicable); 3. completion of KYC/AML and KYB screening requirements; and 4. confirmation by ODB of clearance from its regulation best interests requirements and of receipt of funds by Payment Servicer.
Equity Allocation:	In consideration of the Purchase Amount, the Investor shall be entitled to a fixed Equity allocation equal to one percent (1%) of the total issued and outstanding equity of the Company, measured as of immediately prior to any conversion as set forth below, for every One Hundred Twenty Thousand U.S. Dollars (USD$120,000) of Purchase Amount, up to a maximum allocation of five percent (5%) of such issued equity (corresponding to an aggregate purchase amount of Six Hundred Thousand U.S. Dollars (USD$600,000)). The Equity allocation shall be proportionately adjusted based on the same rate of one percent (1%) for every One Hundred Twenty Thousand U.S. Dollars (USD$120,000) invested. The Equity allocation under this SAFE-T Agreement shall convert into issued Equity upon the earliest of the following: 1. the occurrence of a Qualified Financing; or 2. a Liquidity Event, including a merger, acquisition, sale of substantially all assets, or an initial public offering (IPO).
Token Delivery:	After the closing of the Offering, and subject to the satisfactory completion of KYC/AML or KYB screening requirements applicable to the Offering and the collection of Payment Amounts, and if there is a Token Integration Event on or before the TIE Date, the purchased Tokens will be delivered to a compatible wallet address designated by each Purchaser in the SAFE-T as follows: ● 17.5% at Token Integration Event, followed by linear monthly vesting over 6 months (i.e. the remaining 82.5% of the Tokens shall vest on a monthly, pro-rata basis over an additional period of six (6) months). ERC-20 compatible wallets are the only wallets compatible with and able to receive the Tokens.

Lockup / Market Standoff:	The Purchaser will not offer, sell, pledge, or otherwise assign or transfer any rights under the SAFE-T, Equity or Tokens, unless, where applicable in compliance with securities laws, including Rule 144 of the Securities Act.
Restrictions on Transfer:	No transfer or resale except as permitted under the Securities Act and applicable state securities laws, pursuant to registration or exemption therefrom. Appropriate legends will be implemented.
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 a Dissolution Event prior to the TIE Date, 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 SAFE-Ts (collectively, the "**SAFE-T Parties**"), as determined in good faith by the governing body of the Company , are insufficient to permit the payment to the SAFE-T 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 SAFE-T Parties based on the relative value (in the Purchase Price currency of the Tokens as set out herein) of each SAFE-T 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.
No Registration Rights:	The Company will not be required to register any Securities under this Offering. Resales of Securities will be subject to, among other things, Rule 144 under the Securities Act.
Broker/Dealer:	This Offering is being conducted on the platform found at https://republic.com, which is operated for the benefit of ODB, which is a registered FINRA/SEC broker dealer.
ODB Fees:	*See* "**Certain Relationships and Related-Party Transactions**," below.
Governing Law:	British Virgin Islands ("**BVI**")

Use of Proceeds:	*See* "**Use of Proceeds**," below

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COMPANY OVERVIEW

*This overview highlights selected information that is presented in greater detail elsewhere in this Memorandum. This overview does not contain all of the information you should consider before participating in the Offering contemplated by this Memorandum. You should carefully read this Memorandum in its entirety before purchasing any Tokens, including the "**Risk Factors**". Some of the statements in this Memorandum constitute forward-looking statements, see the section titled "**Special Note Regarding Forward-Looking Statements**." Unless otherwise indicated herein, all references to the number of Tokens set forth in this Memorandum refers to the number of Tokens that will be created in the minting processes.*

BACKGROUND AND OVERVIEW

Overview

The Company is a web3 gaming studio focused on creating multiplatform, high-quality games in popular niches with low competition and high potential for revenue and innovation. Its first title is Catacomb Crawlers: A survivor roguelike where players battle relentless waves of monsters in dangerous underground arenas. Future potential genres include brawl and PvP tower defense.

The Company will generate revenue from battle pass subscriptions, in-game chests, in-game advertisements, top-up promotions, cosmetic items, and a % of trading marketplace volume. The Company has run a 27-day non-monetized Alpha version on iOS and Android with the following results:

- 250,000 downloads with a CPI between $0.06 (Google ads) and $0.15 (influencers); and
- Day 27 retention of over 25%, 59,000 active users still engaged at the end of the campaign while the game only had ten hours of gameplay in testing phase.

Corporate Structure

The structure of Emeroth Studios consists of three entities: (i) Emeroth Studios SRL (first operational entity, Romanian entity, now defunct), (ii) Emeroth Fintech Studio SRL (current operational entity, Romanian entity) and, (iii) the Company. Emeroth Studios SRL was sunset due to tax considerations as the entity was not set up correctly. Emeroth Fintech Studio SRL is the current operating entity. However, the operations will likely be transitioned from Emeroth Fintech Studio SRL into the Company due to certain tax regulations. Previous investors who invested in Emeroth Fintech Studio SRL will be transferred into the Company via a simple agreement for future tokens. The Company and Emeroth Fintech Studio SRL have entered into a certain license agreement, pursuant to which Emeroth Fintech Studio SRL has granted the Company a license to use certain of its intellectual property.

Introduction

Catacomb Crawlers fuses the relentless action of a survivor roguelike with intense competitive survival challenges.

Descend into treacherous underground arenas, where you'll battle relentless hordes of monsters while competing against other players. Choose your hero, harness unique abilities, and master strategic movement to secure objectives and outlast your rivals. Customize your loadout with a vast arsenal of weapons and mods, tailoring your playstyle for every encounter.

Even if you fall in battle, the fight isn't over, unleash a range of powerful skills to shift the tide and claw your way back to victory!

Studio's Vision

Emeroth Studios' team, with over a decade of experience on renowned titles like League of Legends, Valorant, and Mobile Legends, is driven by one goal: to innovate and unify web2 and web3 gaming.

We strive to discover new and innovative game modes with limitless potential, leveraging our skills to excel in the competition. Our mission is to create groundbreaking experiences that make a significant impact in the gaming industry.

We believe in pushing the boundaries of what's possible in gaming, using our extensive expertise to deliver fresh, engaging, and immersive gameplay. Our commitment to innovation, quality, and a player-first approach ensures that every game we develop resonates deeply with players worldwide.

Driven by passion, we aim to deliver unparalleled gaming experiences that leave a lasting legacy.

The Lore

In the depths of the catacombs lies a realm shrouded in mystery and peril. This is where our heroes find themselves after meeting their end in the human world. Suspended in the thin space between life and the afterlife, they encounter enigmatic creatures that initiate them into a rigorous training regimen. Their ultimate goal: to become an Eternal Warden, a revered being destined to shine and protect humanity even in death.

Here, in this eerie and treacherous world, our heroes must navigate through arenas teeming with thousands of monstrous adversaries. They must uncover ancient artifacts that hold the key to their ascension and climb through the floors of the catacombs. Each level presents new challenges and greater dangers, testing their resolve, strength, and ingenuity.

The catacombs are not just a physical descent but a spiritual journey, demanding more than mere combat prowess. The artifacts they discover are imbued with ancient magic, granting them powers and abilities beyond their mortal comprehension. Each artifact brings them one step closer to their ultimate goal, but also deeper into the catacombs' dark mysteries.

The final challenge awaits at the pinnacle of this underworld - the Eternal Tournament. In this epic contest, heroes face off against one another, each striving to prove their worth and ascend to become an Eternal Warden. The tournament is a grueling test of skill, strategy, and endurance, where only the bravest and most cunning will prevail. Heroes must outwit, outfight, and outlast their competitors in a series of increasingly difficult battles.

Only one can emerge victorious and claim this exalted mantle. The Eternal Warden not only gains immense power but also the eternal duty to watch over and protect humanity from the shadows. Their light will guide the living, ward off the darkness, and inspire future generations of heroes. The journey is perilous, the challenges are immense, but the reward is eternal glory.

Hero Classes

In the depths of the catacombs lies a realm where fallen heroes strive to become an Eternal Warden. Each hero specializes in one of five initial classes:

- **Ranger:** Masters of ranged combat, striking enemies from afar with deadly precision
- **Assassin:** Stealthy and agile, delivering lethal blows from the shadows
- **Fighter:** Close-quarters combatants, wielding swords and shields with unmatched strength
- **Marksman:** Expert marksmen, using firearms to unleash powerful explosive attacks
- **Sorcerer:** Summoners of mystical creatures and spirits, controlling the battlefield with unique abilities

Choose the class that best fits your playstyle and rise to the challenge.

Ranger

Rangers are masters of ranged combat, striking enemies from a distance with deadly precision. They excel in agility and mobility, using hit-and-run tactics to stay out of reach while dealing consistent damage.

Their heightened senses allow them to spot hidden threats, and their fast, accurate shooting makes them formidable opponents. Rangers also possess survival skills, enabling them to execute surprise attacks.

Assassin

Assassins are stealthy and agile combatants, specializing in delivering lethal blows from the shadows. They excel in hitting critical strikes and dealing devastating damage with precision and speed.

With a focus on shadows, Assassins can approach their targets undetected and unleash devastating attacks. Their combat style relies on quick, high-damage strikes and swift evasion, making them unpredictable and dangerous adversaries.

Fighter

With a focus on direct combat, Fighters engage foes head-on at a melee range, delivering crushing blows with swords, hammers, and other heavy weaponry. Their resilience allows them to withstand significant damage, making them the frontline defenders in any skirmish.

Fighters possess a variety of combat skills, from powerful slashes and strikes to defensive maneuvers that protect themselves and their allies. Their ability to control the battlefield with brute force and tactical prowess makes them indispensable in any fight.

Marksman

Marksmen are expert with firearms, specializing in slow but powerful explosive attacks. They excel in dealing high damage from a distance, using their weapons to unleash devastating blasts that can turn the tide of battle.

With a focus on precision and power, Marksmen rely on calculated shots to inflict maximum damage. Their explosive attacks can clear groups of enemies or deal significant damage to powerful foes, making them a crucial asset in any combat scenario.

Sorcerer

Sorcerers are masters of magic, specializing in using dark, mysterious and outwordly forces to aid them in battle. They excel at dominating the battlefield with their mystical abilities, and by calling forth powerful entities to fight alongside them.

Sorcerers rely on their ability to manipulate the elements, using their dark powers to outmaneuver and overpower their foes. Their strategic use of summoned creatures and black magic allows them to control the flow of combat, making them a versatile and unpredictable force.

Gameplay

Overview

Our game offers a groundbreaking hybrid experience, seamlessly blending the strategic depth of a survivor roguelike with the adrenaline-fueled intensity of ultimate survival competition. Players will venture into intricately designed underground arenas, brimming with relentless enemies, devious traps, and high-stakes challenges. But survival isn’t the only goal, competition is fierce, as players fight not just for their lives but for dominance on our dynamic leaderboard ranking system.

Every run is a test of skill, strategy, and adaptability, offering countless ways to approach each challenge. Whether you prefer methodical progression, optimizing your loadout, or diving headfirst into chaotic battles, our game provides a rich, evolving experience that caters to both casual adventurers and hardcore competitors alike. Prepare to explore, battle, and outlast in the ultimate test of survival.

Key Features

The game features handcrafted levels and maps that are thoughtfully designed to provide a balanced mix of challenges, puzzles, and enemy encounters. This ensures a consistent and well-paced difficulty curve, whether players are exploring dungeons or battling in arenas.

Character progression and diversity are integral to the game. Players start with a basic character and can improve their abilities by finding equipment, gaining experience points (XP), and leveling up. The game offers a wide variety of characters, known as Brawlers, each with unique abilities, stats, and special attacks. As players progress, they can unlock new Brawlers and upgrade their abilities, enhancing their gameplay experience.

In the roguelike segments, the game introduces permadeath and level restart mechanics. When a character dies, they must restart the current level from the beginning. This maintains the challenging nature of the game and encourages players to improve their strategies and skills. In contrast, during brawl segments, players respawn after a short delay, allowing for continuous action and team strategy adjustments.

Loot, equipment, and power-ups play a crucial role in enhancing the players' abilities. As they explore, players find weapons, armor, potions, and other items that help them survive longer. During brawl matches, power-ups and items can be found on the battlefield, providing temporary boosts or advantages.

The game features a variety of enemies with different attack patterns and behaviors, requiring players to adapt their strategies to defeat them. In brawl modes, teams compete against each other in various game types, such as Gem Grab, Showdown, Brawl Ball, Heist, and Bounty, adding to the game's excitement and variety.

Resource management and strategy are essential for success. Players must manage limited resources such as health, stamina, and magic in roguelike segments. Finding and using these resources effectively is crucial for survival. In brawl segments, effective use of power-ups, team coordination, and strategic use of abilities are key to victory.

Each level and map in the game is embedded with lore and narrative elements that enrich the game world. As players progress, they uncover stories and secrets, adding depth to their journey. This narrative aspect enhances the overall immersive experience.

Characters in the game have unique special abilities, or Supers, that can be charged up during gameplay and unleashed for devastating effects. This adds another layer of strategy and excitement to the gameplay.

Progression and rewards are vital components of the game. Players earn trophies, XP, and rewards by completing levels and winning matches. These can be used to unlock new characters, skins, and other customization options. Regular events and challenges offer additional rewards and keep the gameplay fresh, motivating players to keep playing.

Success in the game relies heavily on effective team play, communication, and strategic use of each character's abilities. Players must adapt their strategies based on the game mode, map, and opposing team composition, making each match a unique and engaging experience.

In summary, our game combines the intricate and challenging elements of a roguelike with the exhilarating, fast-paced action of a brawl game. The diverse gameplay mechanics, character progression, and rich narrative ensure an engaging and rewarding experience for all players.

MARKETPLACE AND REWARDS

Our ecosystem integrates a robust Marketplace, an innovative rewards mechanism, and a token supply management strategy, all designed to ensure token stability, compliance with regulations, and enhanced user experience. Here's a detailed, compliant description of our model:

Marketplace Overview

The Marketplace allows players to trade in-game assets and NFTs using the Token, enhancing the gaming experience and providing economic opportunities. The design and functionality are structured to maintain the utility of the Token within the game ecosystem, avoiding any implications of being classified as a security.

Functionality:

Transaction Process:

- **Listing Items**: Players can list their in-game assets for sale with detailed descriptions and prices set in Tokens.
- **Buying Items**: Buyers can browse the Marketplace, search for specific items, and purchase them securely using Tokens.
- **Transaction Fee**: A 10% fee is applied to each transaction to support the Marketplace's operations and development. From this fee, 6% is allocated to the Token Supply Management Strategy for rewards.

Sybil-Resistant Verification:

Biometric Verification: The Marketplace uses Humanode's biometric verification to ensure security and prevent illegal market abuse, maintaining a fair trading environment.

Asset Categories:

- **Heroes**: Unique characters with distinct abilities
- **Gear**: Equipment such as weapons and armor
- **Companions**: Pets or allies that assist players
- **Shards**: Pieces of powerful items or characters
- **Runes**: Magical symbols for buffs and enhancements
- **Potions**: Consumable items for boosts or healing
- **Raw Materials**: Basic resources for crafting
- **Crafted Items**: Items created from raw materials Upgraded Items: Enhanced versions of gear
- **Decorative Items**: Cosmetic items for customization
- **Reward Extraction**: Players can trade rewards obtained from playing the game, allowing them to monetize their in-game achievements and assets.

Revenue allocation

A portion of the in-game purchases generated using the Token will be strategically reinvested to sustain and enhance the game's economy. This allocation will directly contribute to replenishing the rewards pool, ensuring a continuous and fair distribution of incentives for dedicated players. By cycling revenue back into the ecosystem, we create a sustainable play-and-earn model that benefits both active participants and the long-term growth of the game.

Token Rewards

The allocation of Tokens serves multiple strategic purposes: introducing Web2 gamers to the benefits of our utility token, replenishing the rewards pool, and ensuring a continuous and equitable distribution of incentives for dedicated or active players. By reinvesting Tokens back into the ecosystem, we strengthen a sustainable play-and-earn model and our token utility that drives active participation and supports the long-term growth of the game.

Marketplace Revenue Allocation

To foster a sustainable and engaging competitive environment, Tokens generated through marketplace activity are strategically allocated to the tournament rewards pool in two primary ways:

- **Transaction Fees:** 6% of every marketplace transaction fee is allocated directly to the rewards pool, ensuring a consistent and ongoing stream of incentives for competitive events.
- **Direct Purchases**: A minimum of 10% of all direct asset purchases made using the Tokens is also contributed to the rewards pool, further reinforcing the play-and-earn ecosystem and encouraging active player participation.

This dual-stream allocation model ensures that marketplace engagement not only fuels the in-game economy but also continuously supports tournament rewards, benefiting both individual players and the broader community.

Tutorial Rewards Allocation

A substantial portion of in-game rewards is dedicated to the tutorial system, designed to introduce new players to the Token and its role within the game's economic framework. These rewards serve as both an educational tool and an incentive, helping users navigate key features such as token usage, marketplace transactions, and overall game progression.

To preserve balance and prevent abuse, tutorial rewards are limited to the redemption of a free, early-game cosmetic skin from the marketplace and cannot be used for any other purpose. This targeted approach ensures a fair and smooth onboarding experience while reinforcing the functional value of the Token from the very beginning.

COMPETITIVE RANKING MODEL

Ranking Model Overview

Our ranking model is divided into distinct categories, each representing a milestone in a player's journey to mastery and excellence. Players progress through these categories based on their performance in the game, aiming to reach the prestigious title of Ethereal Warden.

Ranking Categories

- **Neophyte**: The entry-level rank where new players begin their journey. This category is designed to introduce players to the game's mechanics and basic strategies. Players accumulate experience points (XP) through participation in matches and completing beginner-level challenges.
- **Adept**: Players in this rank have gained a basic understanding of the game and start to develop their skills and strategies. Advancement to Adept requires a certain amount of XP and the completion of initial proficiency tests or challenges.
- **Vanguard**: This rank signifies a player who has moved beyond the basics and demonstrates a solid understanding of game mechanics and tactics. Players must achieve a higher XP threshold and perform well in intermediate-level competitions.
- **Master**: Masters are highly skilled players who exhibit advanced strategies and have a deep understanding of the game. Advancement requires exceptional performance in competitive matches and a significant amount of XP.
- **Grandmaster**: Grandmasters are elite players who consistently perform at the highest level, often participating in and winning high-stakes tournaments. Players must dominate in advanced competitions and accumulate extensive XP and accolades.
- **Champion**: Champions are renowned players recognized for their exceptional skill and consistent high performance in major tournaments. This rank requires victory in multiple high-tier tournaments and peer recognition within the community.
- **Paragon**: Paragons are legendary figures in the game, known for their unparalleled skill, strategic mastery, and influence in the gaming community. Only a select few reach this rank by consistently outperforming other Champions and contributing to the game's community and strategic evolution.
- **Ethereal Warden**: The highest and most prestigious rank, Ethereal Wardens are the epitome of mastery and excellence in the game. They are the ultimate protectors of the game's ethos and competitive spirit. Attaining this rank requires extraordinary achievements, including consistent top-tier performance on the global leaderboard, community contributions, and recognition from both players and developers.

Exclusive Rewards for Ethereal Wardens

Ethereal Wardens are rewarded based on their leaderboard placement, highlighting their consistent performance and dedication to the game. These rewards include prominent placement at the top of the global leaderboards, with special badges and titles indicating their elite status. They are also inducted into the game's Hall of Fame, where their achievements and contributions are permanently recorded and celebrated.

Unique in-game rewards for Ethereal Wardens include specially crafted assets such as exclusive skins, weapons, armor, and other cosmetic enhancements that showcase their elite status. Some of these items may offer functional benefits, such as enhanced abilities or stats, providing a slight edge in gameplay. These items are designed to enhance the gaming experience without being traded or speculated upon.

Ethereal Wardens are awarded with Tokens, the game's native cryptocurrency, as a reward for their exceptional performance. These Tokens can be used within the game ecosystem for various purposes, including purchasing items, accessing exclusive areas, and participating in special events. Additional Token bonuses are granted for achieving and maintaining the Ethereal Warden rank, providing ongoing incentives for continued excellence and engagement within the game.

Community influence is another key benefit for Ethereal Wardens. They have the chance to mentor up-and-coming players, sharing their knowledge and strategies to help others improve. They also have a direct line of communication with the game's developers, providing feedback and suggestions that can shape future updates and features.

Ethereal Wardens are invited to participate in exclusive, high-stakes tournaments where they can compete against the best of the best. They are also honored guests at community events, both online and offline, where they can interact with fans and other top players.

Finally, Ethereal Wardens receive custom merchandise such as exclusive Ethereal Warden-themed apparel, accessories, and collectibles. They also receive digital badges and certificates that they can display on their profiles and social media, further showcasing their elite status.

Tournaments

Permanent Activity Tournament Participation

Web3 users will have the opportunity to compete in an ongoing activity tournament, designed to reward consistent engagement both in and outside the game. Participation involves completing daily quests, actively engaging with our community through social interactions, and sharing or referring game-related news to friends.

This model is specifically designed to align with current Web3 engagement trends, as many Web3 users are increasingly drawn to tournament-based reward systems.

By integrating this competitive framework, we not only create a more immersive and rewarding experience but also establish a powerful mechanism for organic growth. Encouraging social interaction and referrals helps expand our community, ensuring continuous user acquisition and long-term sustainability.

Top 100 Player Rewards

The top 100 players will have the opportunity to earn exclusive rewards by showcasing their skills, excelling in gameplay, and surviving the longest in intense in-game challenges. This ranking-based reward system is designed to foster a highly competitive environment, encouraging players to push their limits and refine their strategies.

By implementing this model, we ensure that both casual and competitive gamers remain engaged, while also providing an aspirational goal for all players. This approach not only enhances player retention but also strengthens the overall competitive spirit within the game's ecosystem.

Future Expansion & Competitive Model

As our game evolves with new game modes and our ecosystem expands to include additional titles, such as a Brawl game and a PvP Tower Defense game, we will introduce an enhanced competitive framework tailored to these experiences. Players will have the opportunity to engage in thrilling 1v1 and 3v3 duels, putting their skills to the test in high-stakes battles against one another.

This expansion not only diversifies gameplay but also strengthens our competitive scene, offering more avenues for players to prove their dominance across multiple genres. By continuously evolving our ecosystem, we ensure long-term engagement, fresh challenges, and a dynamic player experience.

USE OF PROCEEDS

The Company estimates that the maximum net proceeds from this Offering, unless the Offering amount is subsequently amended by the Company in its discretion, and any other contemporaneous Token offerings on Republic (together, the "**Republic Offerings**") may be approximately $1,200,000, less any offering, marketing and legal expenses.

The Company intends to use the proceeds of the Republic Offerings, net of any federal and state income taxes, primarily to market and list the Token on centralized exchanges. It is anticipated that the proceeds raised in this Offering will extend our operating runway by six months.

Accordingly, 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 Tokens, the future value and utility of Purchasers' Tokens may be adversely affected. Our failure to apply such funds effectively could have a material adverse effect on our business, financial conditions, and results of operations. We cannot specify with certainty all of the particular uses for the net proceeds to be received upon the closing of the Republic Offerings. In addition, the amount and timing of our actual expenditures will depend upon numerous factors. Pending other uses, we may allocate the proceeds to interest-bearing instruments, direct or guaranteed obligations of the U.S. government, crypto assets, or hold as cash.

We cannot guarantee that we will be able to sell any or all of the Tokens in the Republic Offerings. If we do not sell any of the 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.

MANAGEMENT OF THE COMPANY

Name	Age	Position
Florin Mitu	30	Co-Founder, Director
Alexandru-Catalin Cirjaliu	33	Co-Founder
Stefanita Rares	42	CTO
Alexandru Carbunariu	39	CMO

Biographical Information

Florin Mitu, Co-Founder and Director: Entrepreneur at Grande Equinox Play and Go

Alexandru-Catalin Cirjaliu, Co-Founder - Founder at Refract Media, Motion Graphics Artist at Riot Games, Motion Graphics Artist at Frostburn Studi

Stefanita Rares, CTO: CTO at Prediccio, Team Leader DS at Cashklick, IT Specialist at IBM

Alexandru Carbunariu, CMO: Senior Growth Manager at OKX, CEO and CMO at TonTrader, CEO and CMO at Banksters by Lava Games

Board Composition and Risk Oversight

The board of directors of the Company is currently composed of one director, Florin Mitu ("**Board**"). There are no family relationships among the directors or any of the executive officers.

CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS

ODB Offering Engagement

We are currently party to an offering engagement agreement with ODB, effective as of June 5, 2025 (the "**Engagement Agreement**"), who has agreed to provide certain offering facilitation services, including executing and delivering evidence of the interests 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 Securities. The term of the Engagement Agreement will continue until the later of the date on which (i) all proceeds in the Offering are disbursed and the SAFE-Ts 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 Engagement Agreement.

ODB is not purchasing any of Securities in this Offering and is not required to sell any specific number or dollar amount of Securities but will instead arrange and manage this Offering on ODB's fundraising platform, www.republic.com.

Commission and Expenses. The cash fee paid to ODB from the proceeds of this Offering will be the greater of (i) $12,000 or (ii) pursuant to the following schedule: (A) for the dollar value of the Securities issued to Purchasers pursuant to the combined proceeds of each Offering up to but not in excess of $100,000.00, zero percent (0%) and (B) for the dollar value of the Securities issued to Purchasers pursuant to the combined proceeds of each Offering greater than $100,000.00, six percent (6%) (the "**Cash Commission**"). In addition to the Cash Commission, ODB will be entitled to a Securities commission equivalent to two percent (2%) of the dollar value of the Securities issued to Purchasers pursuant to the combined proceeds of each Offering at the time of closing.

For each executed transaction resulting from off-platform services for Purchasers introduced to the Company via an introduction notice (each, an "**Off-Platform Purchaser**"), the Company shall pay ODB: (i) a cash payment of zero percent (0.0%) of the dollar value of the Tokens issued to the Off-Platform Purchaser ("**Off-Platform Cash Commission**"), and (ii) two percent (2%) of the total number of Tokens of the same type issued to the Off-Platform Purchaser ("**Off- Platform Tokens Commission**"). Together, these payments are the "Off-Platform Services Commissions." Off-Platform Services Commissions are payable to ODB even after termination, unless for cause.

ODB has agreed, with respect to the SAFE-Ts issued to it as part of its commission, not to: (a) sell, transfer, assign, pledge or hypothecate any Securities obtained pursuant to the 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 Securities to be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of such SAFE-Ts, 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.

SECURITY OWNERSHIP OF THE COMPANY

The Company is a company organized pursuant to the laws of BVI.

Shareholder Name	Role	Percentage of Ownership	Type of Equity
Florin Mitu	CEO/Director	48%	Ordinary Shares
Alexandru-Catalin Cirjaliu	Co-Founder/Art Director	48%	Ordinary Shares
Alexandru Carbunariu	CMO	3%	Ordinary Shares
Mares Sandita	Operations Manager	1%	Ordinary Shares

On February 25, 2025, the Company entered into a strategic partnership with Humanode pursuant to which the Company sold the rights to 111,200,000 Tokens for consideration of $0.002248 per Token pursuant to that certain SAFE and Token Warrant (equivalent to 2.78% equity in the Company), in exchange for 250,000 USDC (50,000 USDC + 7,000,000 HMND tokens).

DESCRIPTION OF THE SAFE-T, EQUITY AND TOKENS

Ownership of Tokens

We are offering SAFE-Ts in this Offering in accordance with the terms outlined under "**Terms of the Offering**" above, which entitles the holders thereof to an allocation of the "**Equity**," which is defined in the SAFE-T as "the ownership interest in the Company represented by preference shares, which entitles the Investor to certain rights, including dividends, voting rights, and participation in the Company's proceeds upon liquidation, sale, or other events" as set forth in more detail in the Offering Documents and an allocation of the Tokens at a fulfillment price of $0.0012 per Token. The SAFE-Ts, Equity and the Tokens are subject to transfer restrictions as described under "**Terms of the Offering**" above.

In consideration of the Purchase Amount, the Investor shall be entitled to a fixed Equity allocation equal to one percent (1%) of the total issued and outstanding equity of the Company, measured as of immediately prior to any conversion as set forth below, for every One Hundred Twenty Thousand U.S. Dollars (USD$120,000) of Purchase Amount, up to a maximum allocation of five percent (5%) of such issued equity (corresponding to an aggregate purchase amount of Six Hundred Thousand U.S. Dollars (USD$600,000)). The Equity allocation shall be proportionately adjusted based on the same rate of one percent (1%) for every One Hundred Twenty Thousand U.S. Dollars (USD$120,000) invested.

The Equity allocation under the SAFE-T shall convert into issued Equity upon the earliest of the following:

1. the occurrence of a Qualified Financing[1]; or
2. a Liquidity Event[2], including a merger, acquisition, sale of substantially all assets, or an initial public offering (IPO).

Token & In-game currencies

EMER

- **$EMER** is the cornerstone governance token in the Catacomb Crawlers ecosystem, offering valuable utilities.
- **Governance Authority:** Vote on future developments and policies
- **In-Game Rewards:** Earn rewards for achievements and participation
- **Marketplace Currency:** Facilitate transactions for items and upgrades

RUBY

- **Rubies** are a versatile in-game reward currency in the Catacomb Crawlers ecosystem, essential for upgrading and crafting assets.
- **Upgrade:** Enhance heroes, companions, and gear
- **Crafting:** Create unique and powerful items
- **Earned Through Gameplay:** Accumulate by progressing and completing challenges

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[1] "**Qualified Financing**" means a bona fide equity financing event in which the Company raises at least USD$120,000 (excluding any SAFTs, SAFE-Ts, SAFEs, or other convertible securities converting pursuant to the equity financing) in new capital from third-party investors, excluding debt financing, grants, or other non-equity funding mechanisms.

[2] "**Liquidity Event**" means an event triggering the conversion of the Investor's rights into Equity or proceeds, including but not limited to an acquisition, merger, initial public offering (IPO), or other sale of the Company or its assets.

RUNE

- **Runes** are powerful in-game shards essential for obtaining, unlocking, and evolving assets in the Catacomb Crawlers ecosystem.
- **Evolution**: Evolve heroes to enhance their abilities and power
- **Unlocking Assets**: Unlock new heroes and exclusive skins
- **Acquisition**: Obtain by defeating bosses or purchase them

Roadmap

Q1 2025 - Q2 2025

- Revamp the Catacombcrawlers.com website
- Public Raise
- Integrate seamless login and marketplace

Q3 2025

- Launch first airdrop and 2nd marketing campaign
- Official Survivor Roguelike game launch
- Adapt the game for PC
- Release the official trailer
- 1st competitive leaderboard & profile awards
- Introduce Brawl Game
- AI companion behavior integration
- First PVP Tournament

Q4 2025

- Launch the PC version
- 2nd competitive leaderboard rewards
- Introduce the PVP Tower Defense game
- Storyboarding Vlad's Rise as Dracula
- Brawl Game official launch

Q1 2026 - 2027

- Brawl Game PC version launch
- First PVP offline tournament event
- Token Integration Event (TIE)
- Animated motion story of Vlad's Rise as Dracula
- 3rd competitive leaderboard rewards
- AI-Powered NPCs (Hardcore Brawl Co-op mode)
- Open-World Expansions (Hideouts)
- Prestige Systems
- Random PVP Tower Defense Game Launch

Token Supply

A maximum supply of 10,000,000,000 Tokens will be created as part of the minting processes. The total supply of Tokens will be allocated as described in "**Plan of Distribution**".

Initial Launch of the Tokens

The Company expects to enter into SAFE-Ts on an ongoing basis through the Offering Period. The Company is targeting a Token Integration Event on or before the TIE Date. However, there can be no assurance that the 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 Tokens. Purchasers should carefully review this Memorandum, including the transfer restrictions described under "**Notice to Purchasers**" which contain important information regarding the 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**".

Limited Token-Related Rights

Tokens will not provide you with any enforceable rights against the Company, or any third-party developer, including any rights to receive payments, any control rights or any claims on assets. Holders of Tokens will not receive a right to any repayment of principal or interest, any interest in the profits or losses of the Company, its affiliates, or any third-party developer. Holders of Tokens may not have any right to vote on any matters relating to the Company, its affiliates, or any third-party developer. Further, we are not aware of any binding obligation on the Company with respect to the Tokens or the holders of Tokens following the delivery of Tokens.

PLAN OF DISTRIBUTION

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

Distribution of Tokens

The Tokens will be distributed as follows:

Tokenomics Overview

Token Distribution	%	Tokens (EMER)	TGE	Vesting
Seed Raise	16%	1.600.000.000	10%	9 months of vesting
Private Raise	12%	1.200.000.000	17,5%	6 months of vesting
Public Raise	3%	300.000.000	35%	2 months of vesting
In-game Tutorial Reserve	37%	3.700.000.000	—	Restricted to tutorial distribution Withdrawal is not allowed
Team	16%	1.600.000.000	—	12-month cliff, followed by 36 months of vesting
Game Studio Treasury	10%	1.000.000.000	—	12-month cliff, followed by 36 months of vesting
Liquidity & Launch Partners	5,5%	550.000.000	—	—
AirDrop	0,5%	50.000.000	100%	—
Total	100%	**10.000.000.000**		

<u>Republic Sale (Regulation D)</u>. A total number of 500,000,000 Tokens are allocated to investors in the Republic Sale (Regulation D) through purchase of the SAFE-T. The Company reserves the right to increase or decrease this allocation, in its sole discretion and without further amendment to this Memorandum, by re-allocating Tokens from the unused allocation. Tokens under this distribution category are subject to delivery restrictions. Purchasers will each enter into a SAFE-T with the Company. At the time of entering into the SAFE-T, the Purchaser will designate a network address where such Purchaser wishes to receive delivery of the Tokens. Tokens in this distribution category will be delivered to an Ethereum compatible wallet address designated by each Purchaser in the SAFE-T in accordance with the delivery schedule set forth herein.

<u>Republic Sale (Concurrent Offering)</u>. The Company may conduct, during or after this Offering, one or more offerings of its securities to certain investors, including on different terms and conditions, satisfying the eligibility requirements of the applicable exemption from the registration requirements of the Securities Act, including, but not limited to, Regulation S (any such offering, a “**Concurrent Offering**”). Investors solicited through this Offering, or with whom the Company had not established a substantive relationship prior to the commencement of this Offering, may not be permitted to participate in any Concurrent Offering, except as otherwise permitted under the Securities Act, Regulation S and, if applicable, the non-exclusive safe harbors set forth in Rule 152(b). The Company reserves the right to increase or decrease such allocation

for the Concurrent Offering, in its sole discretion and without further amendment to this Memorandum, by re-allocating Tokens from the unused allocation. Tokens under this distribution category are subject to delivery restrictions. Purchasers will each enter into a SAFE-T with the Company. At the time of entering into the SAFE-T, the Purchaser will designate a network address where such Purchaser wishes to receive delivery of the Tokens. Tokens in this distribution category will be delivered to an Ethereum compatible wallet address designated by each Purchaser in the SAFE-T in accordance with the delivery schedule set forth therein.

Purchaser Qualifications

Only persons of adequate financial means who have no need for present liquidity with respect to this purchase should consider purchasing the Tokens offered hereby because: (i) a purchase of the Securities involves a number of significant risks (see "**Risk Factors**"); (ii) no market for the Tokens currently exists; and (iii) there is no established trading market for the Tokens and it is possible that a public market will never develop for the Tokens or, if one were to develop, it may develop without the involvement of the Company. The sale of 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 Foundation licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000; and any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, that is either a bank, savings and loan association, insurance company or registered investment advisor, if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by person(s) that are accredited investor(s);

(ii) Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;

(iii) Any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, any corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring the Common Stock, with total assets in excess of $5,000,000;

(iv) Any director or executive officer of the Company;

(v) Any natural person whose individual net worth, or joint net worth with that person's spouse, exclusive of the value of the person's primary residence net of any mortgage debt and other liens, at the time of his or her purchase exceeds $1,000,000;

(vi) Any natural person who had an individual income in excess of $200,000, or joint income with that person's spouse in excess of $300,000, in each of the two most recent years and who reasonably expects to reach the same income level in the current year;

(vii) Any trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Common Stock, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D;

(viii) Any entity all of whose equity owners are accredited investors;

(ix) Any entity of a type not listed in paragraphs (i), (ii), (iii), (vii), or (viii) above, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000;

(x) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status;

(xi) Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;

(xii) Any "family office" as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940"

a. With assets under management in excess of $5,000,000;

b. That is not formed for the specific purposes of acquiring the securities offered, and

c. Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or

(xiii) Any "family client," as defined in rule 202(a)(11)(G)01 under the Investment Advisers Act of 1940, of a family office meeting the requirements in paragraph (xii) above and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (xii)(c) above.

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

As a condition to completing a purchase of the Securities, you will be required to represent to the Company in writing that you are an accredited investor under Regulation D, as described above, and provide certain documentation in support of such representation. See the section titled "**Regulation D Rule 506(c) Investor Verification Stands**" in this 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 Securities will need to complete requisite know-your-customer and anti-money laundering procedures to purchase Tokens.

You should check the Office of Foreign Assets Control (the "OFAC") website at <u>https://www.treas.gov/ofac</u> before marking the following representations to the Company: You represent that the amounts paid by you in this sale of 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 <u>https://www.treas.gov/ofac</u>. 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 purchase amounts from a prospective Purchaser if such prospective Purchaser cannot make the representation set forth in the preceding sentence. You agree to promptly notify the Company should you become aware of any change in the information set forth in any of these representations. You are advised that, by law, the Company may be obligated to "freeze the account" of any Purchaser, either by prohibiting additional purchases 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 investor's purchase. You are not obligated to supply any information so requested by the Company, but the Company may reject a purchase from you or any person who fails to supply such information. In addition, if at any time after completion of the sale of the Securities the representations concerning Purchaser's compliance with the OFAC Programs becomes untrue, the Company may be required to take certain actions, including refusal to deliver the 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 Securities offered herein. ODB and its affiliates make no representations, warranties, endorsements, or judgment on the merits of the offering or the Securities offered herein.

Delivery of Tokens

On the Token Integration Event, the Tokens will be minted and delivered to Purchasers according to the terms specific to their SAFE-T. 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.

Transfer Restrictions

The Company's governance documents and the SAFE-T place restrictions (or outright prohibition) on the transfer of the Tokens. Only accredited investors that can tolerate an illiquid investment should invest in the Tokens.

Prior Offerings

The Company has entered into prior sales agreements with various purchasers for Tokens. Such agreements may include confidentiality, non-use and/or non-disclosure obligations.

NOTICE TO PURCHASERS

This Offering has not been registered or qualified under the securities laws of any jurisdiction anywhere in the world. The 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 Tokens, if issued, and that restrict the Tokens' resale. The 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 Tokens hereunder. In addition, holders of Tokens will not be able to transfer their Tokens until such 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 SAFE-T; (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 Tokens have not been registered under the Securities Act or any securities laws of any state, and unless so registered, the 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 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

Each investor that executes a SAFE-T will also be deemed to have acknowledged, represented, and warranted to, and agreed with, the Company to the agreements, covenants, representations and warranties in the SAFE-T.

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, SAFE-Ts, or 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, Tokens exceed the amount the Purchaser pays to the Company hereunder. The Company shall not be liable or responsible to the Purchaser, not be deemed to have defaulted under or breached this Memorandum, for any failure or delay in fulfilling or performing any provision of this Memorandum, including without limitation, and delivering the Tokens.

Company directors and officers have or will have effective indemnification by the Company against any liability incurred by such directors and officers in connection with any negligence, breach of duty, or breach of trust arising out of their performance as directors and officers of the Company.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to the president, directors, officers, and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and may, therefore, be unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a president, director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such president, director, officer, 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 president, board members, officers, and directors. At present, there is no pending litigation or proceeding involving our president, directors, or officers for whom indemnification is required or permitted, and we are not aware of any threatened litigation or proceeding that may result in a claim for indemnification.

The Company has agreed to indemnify ODB against liabilities relating to any investigation, claim, or proceeding stemming from the Offering, liabilities arising from breaches of some or all of the representations and warranties contained in the 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.

Potential Conflicts of Interest

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

Amounts earned by ODB, including but not limited to success-based commissions, placement fees, and closing fees will be retained by ODB. This includes the administrative fee ODB charges to the purchase at checkout.

TAX CONSIDERATIONS

EACH PURCHASER SHOULD SEEK, AND MUST DEPEND UPON, THE ADVICE OF HIS OR HER TAX ADVISOR WITH RESPECT TO THEIR RECEIPT OF 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 TOKENS.

THE TAX TREATMENT OF 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 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 TOKENS.

INVESTOR VERIFICATION STANDARDS IN RULE 506(C) OF REGULATION D

In purchasing Securities 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 purchase for interests in order for the Company to verify your suitability for investment and accept your purchase.

RISK FACTORS

*A purchase of 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 in this Memorandum and the terms of the applicable Offering Documents, and carefully consider whether a purchase of the Tokens or receipt of Tokens is suitable to such prospective purchaser's financial condition and goals. The following risks entail circumstances under which the Platform, the 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. See "**Risk Factors**" below.*

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

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

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

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

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

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

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

While the Tokens are available only to qualified investors, there is the possibility that Tokens could be acquired over time or following changes in the regulatory landscape by persons in other jurisdictions currently restricted from acquiring 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 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.

GENERAL RISK FACTORS

***We may fail to implement our business plan*.**

We have a short operations record on which you can evaluate our business and prospects. Our prospects must be considered in light of the risks, uncertainties, expenses, and difficulties frequently encountered by companies in their early stages of development. These risks include, without limitation, competition, lack of brand and/or name recognition, product obsolescence or inventory loss, theft or destruction, limited access to additional sales and management talent, and limited access to software and technology development experts, among other factors. We cannot guarantee that we will be successful in executing our business plan, and we may then be forced to cease operations, in which case you may lose your entire investment.

***There can be no assurance that the Company's business plan will be profitable, and there is no assurance of any returns*.**

The expenses we incur to expand the business could result in operating losses for the foreseeable future. There is no assurance that we will ever have net income sufficient to cover our expenses. No assurance can be made that any investor in the Company will not lose his, her or its entire investment.

***As we have a limited operating history, we are subject to business development risks*.**

The Company has only a limited history upon which an evaluation of its prospects and future performance can be made. Our proposed operations are subject to all business risks associated with new enterprises. The likelihood of the Company's success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the expansion of a business, operation in a competitive industry, and the continued development of advertising, promotions and a corresponding customer base. There is a possibility that the Company could sustain losses in the future. There can be no assurance that our efforts will result in continued successful commercialization or further development of our operations, that our marketing efforts will be successful, or that we will ever achieve significantly higher revenues. Failure to do so could result in investors losing part or all of their money invested.

Our advisors and management have other business interests and obligations to other entities, some of which may conflict with their responsibilities to the Company.

Members of our management and other advisors of the Company may provide services to us on a non-exclusive basis. Such persons are required to provide us with such amount of their time and efforts as they deem necessary to run the business and operations of the Company in a reasonable manner. We are dependent on our team to successfully execute our business plan. Their other business interests and activities could divert time and attention from operating our business. We cannot assure you that some or all of such persons will be able to provide the Company with a sufficient amount of their time or efforts to take advantage of all opportunities that may be available to the Company. Moreover, some of the other entities in which such persons have a material financial interest may enter into agreements with the Company in which there is a potential conflict of interest.

Key man risk and the risk that we may be unable to retain experienced management and personnel could impair our ability to execute on our business strategy and growth plan. Although we intend to recruit additional talent over time, competition for qualified personnel is intense and there can be no assurance that we will be able to retain our personnel or attract additional qualified personnel. We also rely on consultants for systems, software and technology development that we believe are a critical part of our growth strategy as well as our finance functions. We may not be able to continue to attract or retain qualified personnel in the future, and the loss of key members of our team would have a material adverse effect on our business. Any inability to fill vacancies in our management team on a timely basis could impair our ability to implement our business strategy, which would harm our business, results of operations, and the value of your investment.

The Company may engage in business transactions with companies affiliated with one or more members of the management team.

The Company may engage in business transactions with businesses that are affiliated with one or more of the members of the Company's management team. Any such business transactions may or may not be the result of arms-length negotiations and could result in potential conflicts of interest.

We cannot assure you that we will be able to forge and maintain required beneficial relationships with third parties.

We are generally dependent on relationships with strategic partners and vendors, and we may enter into future potential strategic alliances. Our success requires that we secure and maintain beneficial third party relationships. There can be no assurance that such third parties may regard their relationship with us as important to their own business and operations, that they will not reassess their commitment to the business at any time in the future, or that they will not develop their own competitive services or products, either during their relationship with us or after it expires. Accordingly, there can be no assurance that our existing relationships or future relationships will result in sustained business partnerships, successful service offerings, or significant revenues for us.

We may incur business disruptions.

We take measures to reduce the risks of disruptions at our facilities. However, the occurrence of a natural disaster, such as a hurricane, tropical storm, earthquake, tornado, flood, fire, or other unanticipated problems, such as illness of any member of our management or any other employee, contractor or advisor, labor difficulties (including work stoppages or strikes), vendor shortages, equipment failure or unscheduled maintenance, could cause operational disruptions and could materially adversely affect our business, earnings and cash flows. Any losses due to these events may not be covered by our existing insurance policies or may be subject to certain deductibles.

Rapid growth may strain our resources.

Significant and rapid growth in the scope and complexity of our business would place a significant strain on our management team and our financial and other resources. Such growth, if experienced, may expose us to greater costs and other risks associated with growth and expansion. We may be required to hire a broader range of additional employees and outsource certain functions to contractors in order to sustain our operations. We may be unsuccessful in these efforts, or we may be unable to project accurately the rate or timing of these increases. Our ability to manage our growth effectively will require us to continue to improve our operations, to improve our financial and management information systems, and to train, motivate, and manage our future employees. The failure to develop and implement effective systems, or to hire and retain sufficient personnel for the performance of all of the functions necessary to effectively service and manage our business, or the failure to otherwise manage growth effectively, could have a materially adverse effect on our business, financial condition, and results of operations. In addition, difficulties in effectively managing the budgeting, forecasting, and other process control issues presented by such a rapid expansion could result in our inability to maintain quality standards or otherwise harm our business, financial condition, and results of operations.

Our risk management efforts may not be effective which could result in unforeseen losses.

We could incur substantial losses and our business operations could be disrupted if we are unable to effectively identify, manage, monitor, and mitigate financial risks, such as credit risk, interest rate risk, prepayment risk, liquidity risk, regulatory risk, and other market-related risks, as well as operational risks related to our business, assets and liabilities. Our risk management policies, procedures, and techniques may not be sufficient to identify all of the risks to which we may be exposed, mitigate the risks that we have identified or identify additional risks to which we may be subject in the future.

The Company may require additional capital to support its business objectives, and this capital might not be available on acceptable terms, or at all.

At any time, the Company may accept funds from additional lenders, investors, and others to support the growth of its business. Accordingly, it is expected that we will need to engage in additional debt and equity-based financings to secure additional funds. Financial market disruption, the ability to attract business partners and clients, the ability to identify and attract financiers, and general economic conditions in which the credit markets are severely constrained may make it difficult for us to obtain additional financing on terms favorable to us, if at all. Any debt financing secured by us in the future could involve restrictive covenants relating to our capital raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities. If we are unable to obtain adequate financing, or financing on terms satisfactory to us, when we require it, our ability to continue to support the growth of our business and to respond to business challenges could be significantly impaired. If we are unsuccessful in raising capital when needed, you could lose your entire investment. Any issuance of equity will dilute the ownership stake of current equity investors.

General tax risks.

Items of income and loss will be determined by the Company's management in consultation with the Company's tax advisors. Adjustments, if any, resulting from any audit of the Company, should the Company ever be audited, might result in corresponding adjustments of Company items of income and loss reflected on your own tax returns. In addition, the Company's management has primary responsibility for Company level matters involving the Company's taxation, including the power to extend the statute of limitations for all persons holding an interest in the Company, including, without limitation, you, as to Company items of income and loss.

It may be difficult to enforce a U.S. judgment against us, our officers and directors, or to assert U.S. securities laws claims or serve process on our officers and directors.

We are organized in BVI. Most of our assets are located outside the United States. Therefore, it may be difficult to enforce a U.S. court judgment based upon the civil liability provisions of the U.S. federal securities laws against us or any of these persons in a U.S. or BVI court, or to affect service of process upon these persons in the United States.

Additionally, it may be difficult for an investor, or any other person or entity, to assert U.S. securities law claims in original actions instituted in BVI. This is for two principal reasons: 1) because the BVI courts may regard the U.S. law in question to be a penal, revenue or public law and therefore, under BVI, not capable of direct or indirect enforcement in the BVI courts, or 2) because the BVI court may stay the claim on the grounds BVI is not an appropriate forum. If U.S. law is found to be applicable to a claim which the BVI court can and is prepared to hear, the content of applicable U.S. law must be proved as a fact by expert witnesses, which can be a time-consuming and costly process. If proceedings were to be brought in BVI, all procedural matters would be governed by BVI. There is little case law addressing the matters described above that would be binding case law in a BVI court. As a result, an investor may lose its entire investment.

The Company's ability to succeed depends on the Company's ability to grow.

The introduction of new products and services and expansion of the Company's customer base will contribute significantly to the Company's operational results. The Company's future operational success will depend on a number of factors, including, but not limited to:

- The Company's ability to manage costs;
- The level of competition in the Company's industry;
- The Company's ability to provide efficient, timely and cost-effective products and services;
- The efficiency and effectiveness of the Company's sales and marketing efforts in signing up new customers, expanding business with existing customers, and building product, services and brand awareness;
- The level of consumer acceptance of the Company's products and services; and
- General economic conditions and consumer confidence.

The Company may not be successful in executing its growth strategy. Failure to successfully execute any material part of the Company's growth strategy would significantly impair the Company's future growth and its ability to attract and sustain investments in the Company's business.

RISK FACTORS RELATED TO THE SECURITIES BEING OFFERED

Risk of an illiquid market for Tokens.

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

Inability to fund development or maintenance.

The Company may not be able to fund development of the Tokens in the manner that it was intended.

Risk of uninsured losses.

Unlike bank accounts or accounts at some other financial institutions, the Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.

Risk of lack of adoption or use of the Tokens.

While the Tokens should not be viewed as an investment, they may have value over time. That value may be limited or non-existent if the Tokens lack acceptance, use, and adoption on the Platform.

Risk of dissolution of the Tokens.

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

Risk of malfunction in the Tokens.

It is possible that the Tokens or the Platform malfunctions in an unfavorable way, including one that results in the loss of the Tokens.

Tax risks relating to the Tokens.

The tax characterization of the Tokens is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of the Tokens, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes, capital taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

The Company may be required to register as a money services business or money transmitter and to comply with the requirements of the Bank Secrecy Act and applicable state requirements.

The Bank Secrecy Act, among other things, regulates the issuance, administration and exchange of "virtual currencies." Any entity performing any of those activities may be a money services business, required to register with the United States Treasury Department, as well as state and foreign government administrative bodies, and to engage in continued practices of "know your customer" and anti-money laundering reporting. If the Company were to be subject to Bank Secrecy Act requirements, the Company is likely on a continuing basis to require recipients of Tokens to provide certain personal information as a condition of their receipt of Tokens. In some instances, the Company could be required to prohibit transactions, thereby interfering with the activity in any marketplace that may develop for the Tokens. Additionally, the Company may be required to issue suspicious activity reports upon detecting any "suspicious" transaction. Guidance on what constitutes a suspicious transaction is unclear, and failure to comply may result in severe civil and criminal penalties. Almost all states in the United States have some form of similar regulations, each of which may require obtaining a separate license, which can be an expensive and time consuming process. Compliance with the Bank Secrecy Act and any applicable state regulations would, if required, be a continuing, material expense, which if the Company cannot afford, would result in suspension of any marketplace that the Company develops that would in turn adversely affect demand for the Tokens.

A violation of privacy or data protection laws could have a material adverse effect on the Company's activities.

A wide variety of state, national and international laws and regulations apply to the collection, use, retention, protection, disclosure, transfer and other processing of data, including personal data. These data protection and privacy-related laws and regulations are varied, evolving, can be subject to significant change, may be augmented or replaced by new or additional laws and regulations and may result in ever increasing regulatory and public scrutiny and escalating levels of enforcement and sanctions. Foreign data protection, privacy and other laws and regulations are often more restrictive than those in the United States, such as the General Data Protection Regulations, effective in the European Union. Certain states in the United States have also introduced broad rules, which may or may not anticipate and be consistent with rules expected to be adopted by the U.S. federal government. The Company expects that the cost of compliance with these laws may be high in terms of both money and attention. The Company's failure to comply with all applicable privacy and data protection laws, regulations, standards and codes of conduct could result in enforcement actions against the Company, including fines, imprisonment of Company officials and public censure, claims for damages by affected individuals, demands that the Company modify or cease existing practices, damage to the Company's reputation and loss of goodwill, any of which could have a material adverse effect on the level of demand for Tokens.

Risk of litigation and/or third-party claims.

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

Risk of alternative, unofficial platforms.

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

Assertions by third parties of infringement or other violation by us of their intellectual property rights could harm our ability to develop the Token and use the Platform.

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

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

Token integration risk and risk of insufficient interest in the Platform.

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

Risk that the Tokens will not meet expectations.

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

Further innovations in the crypto asset industry may cause the tokens to lose value.

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

Risks associated with incomplete information regarding the Tokens.

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

Purchasers will not be in any fiduciary, partnership, trustee, agency, or similar relationship with the Company or any of its Affiliates and will not be owed any fiduciary duty by the Company or any of its Affiliates.

The Purchasers have no direct management, equity, voting, or similar rights in the Company or any of its affiliates. However, without limitation to the above, the Company reserves all rights with respect to pursuing any form of decentralized governance should it so determine that doing so would be in the best interests of the holders of Tokens from time to time.

In order to seek compliance with (or to seek to mitigate the impact of) any laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders, treaties, administrative acts or decrees of any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization believed by the Company or its affiliates to apply to or affect the Company or its affiliates, the Tokens, the Company may in its sole and absolute discretion take such steps as it considers necessary or convenient to comply with such matters including, without limitation, the termination of the Tokens. In addition, the Company may take such steps as it considers necessary or convenient where it believes or suspects the Tokens may be used, trafficked, or applied in the attempted furtherance of money laundering, terrorist financing, tax evasion, or other unlawful activity or where it believes the Tokens are no longer viable.

Risks Associated with Potential Public Listings of Tokens Could Negatively Impact Their Price.

The Company may, in the future, list Tokens on digital asset trading platforms. Any such listing could negatively impact the price of Tokens, especially if there is significant selling activity on any such exchange. Lockups applicable to any Securities purchased in this Offering may prevent participants in this Offering from selling their stake in Tokens while such Tokens remain subject to a lock-up.

RISK FACTORS RELATED TO TOKENS, CRYPTOCURRENCY, AND OTHER DIGITAL ASSETS

Risks associated with third party contractors.

Development of the Tokens may require third-party contractors with particular expertise in blockchain technology. The availability of such contractors is limited. There may not be sufficient (or any) such contractors available on terms deemed acceptable by the Company. The costs associated with any such contractors may be significantly greater than currently estimated. Furthermore, the quality, reliability and timely delivery of services by such contractors may vary significantly.

Risk associated with licensed third-party technology.

The Tokens are created solely for purposes of operating and integrating with the Platform.

We may invest or spend the proceeds of this Offering in ways with which you may not agree or in ways which may not yield a return.

Our management will have broad discretion in determining how the proceeds of the sale of our Tokens will be used, and you will not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used appropriately. Notwithstanding our current business plan, future events including, but not limited to, the problems, expenses, difficulties, complications and delays, as well as changes in the economic climate or changes in governmental regulations, may make the reallocation of funds necessary or desirable. Any such reallocation will be at the sole discretion of the Company. If we do not use the proceeds that we receive effectively, our business, financial condition, results of operations and prospects could be harmed. Further, the sale of Tokens will require intensive computing resources. The demand for these resources may exceed the Company's estimates. Ultimately, the Company's resources may prove inadequate to support the sale of our Tokens, which may affect the distribution and/or utility of the Tokens.

No guarantee that tokens will be released.

Many factors could influence the success of the Company and the Tokens, some of which are out of the Company's control, and there can be no guarantee that the Company will ultimately be successful in deploying and delivering the Tokens. The Company may change its plans for issuing the Tokens for a variety of reasons, including a change in business plan, technological challenges, lack of perceived demand, or other reasons. Finally, if the Company ceases operations, agrees to assign its assets and liabilities to a third party for the benefit of creditors in the case of insolvency, or engages in a liquidation or winding up, it may never issue the Tokens.

Risk of losing access to tokens due to wallet incompatibility.

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

Risks associated with the overarching blockchain industry in which the Platform operates.

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

Risks associated with your credentials.

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

Purchasers are responsible for securing and maintaining their private keys and otherwise following cybersecurity best practices. Failure to do so may result in the loss of all the Purchaser’s Tokens.

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

Risk of theft and hacking.

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

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

Risk of mining attacks.

As with other cryptocurrencies, the blockchain used for the smart contract system is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and rare condition attacks. Any successful attacks present a risk to the smart contract system, expected proper execution and sequencing of token transactions, and expected proper execution and sequencing of contract computations. The network of miners will ultimately be in control of the distribution of the Tokens via the smart contract system, and a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the smart contract system, and that such a scenario could lead to the Tokens losing intrinsic value and/or functionality.

Risk of security weaknesses in the Tokens.

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

Risk of weaknesses or exploitable breakthroughs in the field of cryptography.

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

Technology relied upon by the Company for the design and maintenance of the Tokens, which is critical to the Token use case, may not function properly.

The technology relied upon by the Company for the design and periodic software updating and maintenance and functionality of the Tokens may not function properly, which would have a material impact on the Company's business, operations and financial conditions. Problems with the functionality of the software design of the Tokens would also have a direct, material adverse effect on the demand for Tokens.

Risk of incompatible wallet service.

The wallet or wallet service provider used to receive the Tokens must conform to the ERC20 token standard in order to be technically compatible with the Tokens. The failure to ensure such conformity may have the result that the Purchaser will not gain access to his, her or its Tokens.

Tax risks relating to tokens, cryptocurrency, and other digital assets.

The regulatory regime governing blockchain technologies, cryptocurrencies, digital assets, digital exchanges and offerings of digital assets is uncertain, and new regulations or policies may materially adversely affect the development and the value of the Company's business.

Risk of unfavorable regulatory action in one or more jurisdictions.

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

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

The cryptocurrency exchange market, any token listing and trading market, initial coin offerings, and by extension the Tokens, are or may be subject to a variety of federal, state, and international laws and regulations, including those with respect to KYC/AML and customer due diligence procedures, privacy and data protection, consumer protection, data security, foreign exchange controls money transmission, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Tokens could be enacted, which could impact the utility of the Tokens in the Platform. Additionally, users of the Platform are subject to or may be adversely affected by industry-specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the Tokens, including the utility of Tokens with respect to the Platform, including any applications that are built in connection with the Platform.

The Company may need to obtain approvals from one or more governmental authorities and there is a risk that securing such approvals may delay or prevent the development of the Tokens and/or the Company's ability to issue the Tokens.

Long-term viability of crypto assets.

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

The further development and acceptance of blockchain networks, which are part of a new and rapidly changing industry, are subject to a variety of factors that are difficult to evaluate.

The growth of the blockchain industry in general, as well as the blockchain networks on which the Company's business and Tokens will rely, is subject to a high degree of uncertainty. The factors affecting the further development of blockchain networks and cryptocurrencies, include, without limitation:

- worldwide growth in the adoption and use of cryptocurrencies and other blockchain technologies;

- government and quasi-government regulation of cryptocurrencies and other blockchain assets and their use, or restrictions on or regulation of access to and operation of blockchain networks or similar systems;
- the maintenance and development of the open-source software protocol of cryptocurrency networks;
- changes in consumer demographics and public tastes and preferences;
- the availability and popularity of other forms or methods of buying and selling goods and services, or trading assets including new means of using government-backed currencies or existing networks;
- general economic conditions and the regulatory environment relating to cryptocurrencies; and
- a decline in the popularity or acceptance of cryptocurrencies or other blockchain-based tokens that would adversely affect the Company's business and results of operations.

The cryptocurrency and blockchain industries as a whole have been characterized by rapid changes and innovations and are constantly evolving. Although they have experienced significant growth in recent years, the slowing or stopping of the development, general acceptance and adoption and usage of blockchain networks and blockchain assets may deter or delay the development of the Company's business. Finally, the Company can give no assurance that technical advances, such as the development of quantum computing, will not present challenges to blockchain technology by rendering ineffective the cryptographic consensus mechanisms that underpin blockchain protocols.

Risk associated with underlying technology.

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

Unanticipated risks.

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

RISK FACTORS RELATED TO A NETWORK

No guarantee on when or if the Token Integration Event will occur.

There are no guarantees as to the timing of the Token Integration Event or the release of the Tokens, each of which is dependent on many factors, including many outside the Company's control. If the Token Integration Event does not occur or for other reasons the Company does not issue the Tokens as planned, Purchasers will not receive some or all of their Tokens. The Company has sole discretion to determine when, or if, the Token Integration Event occurs.

Risk of Tokens being deemed a futures contract or swap.

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

The value of the Tokens will be affected by the success of the Platform.

Because the Tokens are intended for use on the Platform, a failure to maintain the Platform would negatively affect the value of the Tokens. There is no guarantee that the Network, including its use of the Tokens will develop as planned or become successful in the marketplace.

Risks associated with issuance of additional tokens.

Tokenholders may collectively determine it is in the best interest of the Network to adjust the supply of Tokens either upward or downward in the future. Further, if and when the Company enables staking, additional Tokens may be issued. If such events occur, the value of Tokens may be adversely impacted and a tokenholder's Token holding may also be diluted as a result.

RISK FACTORS RELATED TO A PROTOCOL

The Token Integration Event may not be adopted.

Insofar as the Protocol is not operated by the Company but by an independent community of participants around the world, the community may have discretion to adopt or not to adopt the Token Integration Event recommendation. Therefore, the Company cannot guarantee that a Token Integration Event will occur.

Risk of Protocol attacks and forks.

As with other blockchains, the Protocol could be susceptible to consensus-related attacks, including but not limited to double-spend attacks, majority validation power attacks, censorship attacks, byzantine behavior in the consensus algorithm or be subject to hard or soft forks. Any successful attack or fork presents a risk to the Protocol, the expected proper execution and sequencing of Token-transactions, the expected proper execution and sequencing of contract computations as well as the token balances in any investor's wallet.

Risk of mining attacks.

As with other cryptocurrencies, the blockchain used for the smart contract system is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and rare condition attacks. Any successful attacks present a risk to the smart contract system, expected proper execution and sequencing of token transactions, and expected proper execution and sequencing of contract computations. The network of miners will ultimately be in control of the distribution of the Tokens via the smart contract system, and a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the smart contract system, and that such a scenario could lead to the Tokens losing intrinsic value and/or functionality.

Risk associated with other applications.

The Protocol may give rise to other, alternative projects, promoted by unaffiliated third parties, under which Tokens will have no intrinsic value. This means that competitors may produce platforms that compete with our business model and project and may not accept our Tokens as payment for services within such platforms. Further, such platforms may become more popular and have greater success than our business model and project. In addition, the utility of Tokens depends on the success of our business model and project, if developed. Our business model and project may not be popular or widely used. In the long term, our business model and project may fail to attract a critical mass of users. Our business model and project may be merged with other projects. Various circumstances, including technical advancement and competitors, may render our business model and project obsolete.

Risk of withdrawing partners.

The feasibility of the Protocol as a whole depends strongly on the collaboration of front-end providers and other crucial partners. There is no assurance that the Protocol as a whole will be successfully developed and deployed.

Risk of abandonment / lack of success.

The creation of the Protocol may be abandoned for a number of reasons including, but not limited to, lack of interest from the public, lack of funding, incapacitation of key developers and project members, force majeure (including pandemics) or lack of commercial success or prospects. There are no assurances, even if the Protocol was partially or fully developed and launched that any investors will receive any benefits through the Tokens held by it.

Tax risks related to the Protocol.

Regulation of digital assets, cryptocurrencies, blockchain technologies and cryptocurrency exchanges is currently undeveloped and likely to rapidly evolve as government agencies take greater interest in them. Regulation varies significantly among international, federal, state and local jurisdictions and is subject to significant uncertainty. Various legislative and executive bodies in the United States and in other countries may in the future adopt laws, regulations or guidance, or take other actions, which may directly or indirectly affect a digital asset network. Such authorities may also restrict the right to acquire, own, hold, sell, convert, trade or use digital assets, or to exchange digital assets for either fiat currency or other virtual currency, thus severely impacting the permissibility or use of the Tokens. Such regulatory changes may be contrary to the current setup of the smart contract system and may, inter alia, result in substantial modifications to the smart contract system and/or the Protocol, including its termination and the loss of Tokens for investors. Additionally, regulation of proposed activities of the Protocol is presently uncertain. It is not known what regulatory framework the proposed Protocol and associated activities will be subject to, the nature and obligations that will be imposed on the Company in order to comply with any such regulatory framework or when/if the Company will even be able to apply to be regulated, or successfully obtain the required licenses so that it may lawfully carry out its proposed business activities. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

RISK FACTORS SPECIFIC TO THE COMPANY

We are not licensed to conduct a virtual currency business in New York and do not currently intend to become licensed in any other state. We have taken the position that New York's BitLicense regulatory framework does not apply to our offer and sale of the Securities. It is possible, however, that the New York State Department of Financial Services could disagree with our position.

We are not licensed to conduct a virtual currency business in New York or any other state. We have, however, taken the position that the State of New York's BitLicense Regulatory Framework does not apply to the offering or operation of the Network or the offer and sale of the Securities.

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

We are not licensed as a money transmitter under state law or registered as a money services business under federal law, and our business may be adversely affected if we are required to do so.

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

Operating history.

The Company has little 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 Tokens. A significant amount of work was required in order to create the Tokens and implement the Token into the 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 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 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.

Misconduct and errors risks.

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

Representation by legal counsel.

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

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

Violation of policies risks.

Any violation of Company policies and terms and conditions of use, including misuse of the Platform and Tokens, by users and tokenholders, may result in unforeseeable adverse impact to the Platform out of the Company's control, which may in turn potentially affect the value of Tokens.

Risk of competitors.

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

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 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 Platform, and the distribution of Tokens.

RISK FACTORS SPECIFIC TO THIS OFFERING

No specific use of proceeds.

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

Risks associated with the structure of SAFE-Ts.

An investment in a SAFE-T 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 SAFE-T; and (iv) that can bear the potential loss of all of their investment in a SAFE-T. There is no assurance as to whether an investment in a SAFE-T will be profitable. Any investment made in a SAFE-T may result in a loss of all or part of a Purchaser's investment. The SAFE-T or a portion thereof may be modified, waived, or amended without your consent consistent with its terms.

Investors will only have voting rights upon conversion of the Securities into Equity.

Investors will not have the right to vote upon matters of the Company until their Securities are converted into Equity (the occurrence of which cannot be guaranteed). Thus, Investors may essentially never be able to vote upon any matters of the Company unless (i) otherwise provided for by the Company and (ii) the Securities convert into Equity.

Although the Securities may be tradable under federal securities law, state securities regulations may apply, and each Investor should consult with their attorney.

You should be aware of the long-term nature of this investment. There is not now and likely will not ever be a public market for the Securities. It is not currently contemplated that registration under the Securities Act or other securities laws will be effected. Limitations on the transfer of the Securities may also adversely affect the price that you might be able to obtain for the Securities in a private sale. Investors should be aware of the long-term nature of their investment in the Company. Each Investor in this Offering will be required to represent that they are purchasing the Securities for their own account, for investment purposes and not with a view to resale or distribution thereof.

Investors will not become equity holders until the Securities convert. The Investor may never directly hold equity in the Company.

Investors will not have an ownership claim to the Company or to any of its assets or revenues for an indefinite amount of time and depending on when and how the Securities are converted, the Investors may never become equity holders of the Company. Investors will not become equity holders of the Company unless the Company receives a future round of financing great enough to trigger a conversion.

Investors will not be entitled to any inspection or information rights other than those required by law.

Investors will not have the right to inspect the books and records of the Company or to receive financial or other information from the Company, other than as required by law. Other security holders of the Company may have such rights. This lack of information could put Investors at a disadvantage in general and with respect to other security holders, including certain security holders who have rights to periodic financial statements and updates from the Company such as quarterly unaudited financials, annual projections and budgets, and monthly progress reports, among other things.

The Securities may never convert or the Company may never undergo a liquidity event and Investors may have to hold the Securities indefinitely.

The Company may never conduct a future equity financing, and if such future equity financing does not occur, the Securities may never convert. In addition, the Company may never undergo a liquidity event such as a sale of the Company or an initial public offering. If neither the conversion of the Securities nor a liquidity event occurs, Investors could be left holding the Securities in perpetuity. The Securities may have numerous transfer restrictions and will likely be highly illiquid, with no secondary market on which to sell them. The Securities are not equity interests, have no ownership rights, have no rights to the Company's assets or profits and have no voting rights or ability to direct the Company or its actions.

Any Equity acquired upon conversion of the Securities may be significantly diluted as a consequence of subsequent equity financings.

The Equity will be subject to dilution. The Company intends to issue additional equity to employees and third-party financing sources in amounts that are uncertain at this time, and as a consequence holders of equity securities resulting from the conversion of the Securities will be subject to dilution in an unpredictable amount. Such dilution may reduce the Investor's control and economic interests in the Company.

The amount of additional financing needed by the Company will depend upon several contingencies not foreseen at the time of this Offering. Generally, additional financing (whether in the form of loans or the issuance of other securities) will be intended to provide the Company with enough capital to reach the next major corporate milestone. If the funds received in any additional financing are not sufficient to meet the Company's needs, the Company may have to raise additional capital at a price unfavorable to their existing investors, including the holders of the Securities. The availability of capital is at least partially a function of capital market conditions that are beyond the control of the Company. There can be no assurance that the Company will be able to accurately predict the future capital requirements necessary for success or that additional funds will be available from any source. Failure to obtain financing on favorable terms could dilute or otherwise severely impair the value of the Securities.

Any Equity issued upon conversion of the Securities may be substantially different from other equity securities offered or issued by the Company at the time of conversion.

The Securities may convert into Equity that is materially different from the equity securities being issued to new investors at the time of conversion in many ways, including, but not limited to, liquidation preferences, dividend rights, or anti-dilution protection. Upon conversion of the Securities, the Company may not provide the holders of such Securities with the same rights, preferences, protections, and other benefits or privileges provided to other investors of the Company.

There is no present market for the Securities and we have arbitrarily set the price.

The offering price was not established in a competitive market. We have arbitrarily set the price of the Securities with reference to the general status of the securities market and other relevant factors. The offering price for the Securities should not be considered an indication of the actual value of the Securities and is not based on our asset value, net worth, revenues or other established criteria of value. We cannot guarantee that the Securities can be resold at the offering price or at any other price.

There is no guarantee of a return on an Investor's investment.

There is no assurance that an Investor will realize a return on their investment or that they will not lose their entire investment. For this reason, each Investor should read this Memorandum and all exhibits carefully and should consult with their attorney and business advisor prior to making any investment decision.

* * *

CERTAIN NOTICES

This Memorandum shall be maintained in strict confidence. Any reproduction or distribution of this 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 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 Securities.

This Memorandum contains a summary of the Offering, the Securities, and certain other documents referred to herein. However, the summaries in this 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 Republic Platform. Each prospective purchaser should review the applicable Offering Documents, and such other documents for complete information concerning the rights, privileges, and obligations of Purchasers. If any of the terms, conditions, or other provisions of the Offering Documents or such other documents are inconsistent with or contrary to the descriptions or terms in this Memorandum, such other documents shall control. The Company reserves the right to modify the terms of the Offering and the Securities described in this Memorandum are offered subject to the Company's ability to reject any commitment in whole or in part.

The Securities 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 Securities discussed herein other than as set forth in this Memorandum or the Republic Platform, and any such statements, if made, must not be relied upon.

Prospective purchasers must make their own investigations and evaluations of the Platform and the Securities 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 Securities 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 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 Memorandum, nor is it intended that the foregoing authorities will do so.

Prospective purchasers are not to construe this Memorandum as investment, legal, tax, regulatory, financial, accounting, or other advice, and this Memorandum is not intended to provide the sole basis for any evaluation of a purchase of an interest. Prior to purchasing the Securities, 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.

* * *

SCHEDULE A

JURISDICTIONAL (NASAA) LEGENDS

FOR RESIDENTS OF ALL STATES: THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN A PARTICULAR STATE. IF YOU ARE UNCERTAIN AS TO WHETHER OR NOT OFFERS OR SALES MAY BE LAWFULLY MADE IN ANY GIVEN STATE, YOU ARE HEREBY ADVISED TO CONTACT THE COMPANY. THE SECURITIES DESCRIBED IN THIS MEMORANDUM HAVE NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS (COMMONLY CALLED "BLUE SKY" LAWS). THESE SECURITIES MUST BE ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION OF SUCH SECURITIES UNDER SUCH LAWS, OR AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THE STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OF SALE MAY BE MADE IN ANY PARTICULAR STATE.

1. **NOTICE TO ALABAMA RESIDENTS ONLY**: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE ALABAMA SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE ALABAMA SECURITIES COMMISSION. THE COMMISSION DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SECURITIES, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

2. **NOTICE TO ALASKA RESIDENTS ONLY**: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

3. **NOTICE TO ARIZONA RESIDENTS ONLY**: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE ARIZONA SECURITIES ACT IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION PURSUANT TO A.R.S. SECTION 44-1844 (1) AND THEREFORE CANNOT BE RESOLD UNLESS THEY ARE ALSO REGISTERED OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

4. **NOTICE TO ARKANSAS RESIDENTS ONLY**: THESE SECURITIES ARE OFFERED IN RELIANCE UPON CLAIMS OF EXEMPTION UNDER THE ARKANSAS SECURITIES ACT AND SECTION 4(a)(2) OF THE SECURITIES ACT OF 1933. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE ARKANSAS SECURITIES DEPARTMENT OR WITH THE SECURITIES AND EXCHANGE COMMISSION. NEITHER THE DEPARTMENT NOR THE COMMISSION HAS PASSED UPON THE VALUE OF THESE SECURITIES, MADE ANY RECOMMENDATIONS AS TO THEIR PURCHASE, APPROVED OR DISAPPROVED THIS OFFERING OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

5. **FOR CALIFORNIA RESIDENTS ONLY**: THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS OFFERING HAS NOT BEEN QUALIFIED WITH COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFORE PRIOR TO SUCH QUALIFICATIONS IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPTED FROM QUALIFICATION BY SECTION 25100, 25102, OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS OFFERING ARE EXPRESSLY CONDITION UPON SUCH QUALIFICATIONS BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

6. **FOR COLORADO RESIDENTS ONLY**: THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT OF 1991 BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT OF 1991, IF SUCH REGISTRATION IS REQUIRED.

7. **NOTICE TO CONNECTICUT RESIDENTS ONLY**: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BANKING COMMISSIONER OF THE STATE OF CONNECTICUT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THE OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

8. **NOTICE TO DELAWARE RESIDENTS ONLY**: IF YOU ARE A DELAWARE RESIDENT, YOU ARE HEREBY ADVISED THAT THESE SECURITIES ARE BEING OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE DELAWARE SECURITIES ACT. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

9. **NOTICE TO DISTRICT OF COLUMBIA RESIDENTS ONLY**: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES BUREAU OF THE DISTRICT OF COLUMBIA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

10. **NOTICE TO FLORIDA RESIDENTS ONLY**: THE SECURITIES DESCRIBED HEREIN HAVE NOT BEEN REGISTERED WITH THE FLORIDA DIVISION OF SECURITIES AND INVESTOR PROTECTION UNDER THE FLORIDA SECURITIES ACT. THE SECURITIES REFERRED TO

HEREIN WILL BE SOLD TO, AND ACQUIRED BY THE HOLDER IN A TRANSACTION EXEMPT UNDER SECTION 517.061 OF SAID ACT. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. IN ADDITION, ALL OFFEREES WHO ARE FLORIDA RESIDENTS SHOULD BE AWARE THAT SECTION 517.061(11)(a)(5) OF THE ACT PROVIDES, IN RELEVANT PART, AS FOLLOWS: "WHEN SALES ARE MADE TO FIVE OR MORE PERSONS IN FLORIDA, ANY SALE IN FLORIDA MADE PURSUANT TO THIS SECTION IS VOIDABLE BY THE PURCHASER IN SUCH SALE EITHER WITHIN 3 DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE PURCHASER TO THE COMPANY, AN AGENT OF THE COMPANY OR AN ESCROW AGENT OR WITHIN 3 DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER." THE AVAILABILITY OF THE PRIVILEGE TO VOID SALES PURSUANT TO SECTION 517.061(11) IS HEREBY COMMUNICATED TO EACH FLORIDA OFFEREE. EACH PERSON ENTITLED TO EXERCISE THE PRIVILEGE TO AVOID SALES GRANTED BY SECTION 517.061 (11)(A)(5) AND WHO WISHES TO EXERCISE SUCH RIGHT, MUST, WITHIN 3 DAYS AFTER THE TENDER OF ANY AMOUNT TO THE COMPANY OR TO ANY AGENT OF THE COMPANY (INCLUDING THE SELLING AGENT OR ANY OTHER DEALER ACTING ON BEHALF OF THE PARTNERSHIP OR ANY SALESMAN OF SUCH DEALER) OR AN ESCROW AGENT CAUSE A WRITTEN NOTICE OR TELEGRAM TO BE SENT TO THE COMPANY AT THE ADDRESS PROVIDED IN THIS CONFIDENTIAL EXECUTIVE SUMMARY. SUCH LETTER OR TELEGRAM MUST BE SENT AND, IF POSTMARKED, POSTMARKED ON OR PRIOR TO THE END OF THE AFOREMENTIONED THIRD DAY. IF A PERSON IS SENDING A LETTER, IT IS PRUDENT TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ASSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME IT WAS MAILED. SHOULD A PERSON MAKE THIS REQUEST ORALLY, HE MUST ASK FOR WRITTEN CONFIRMATION THAT HIS REQUEST HAS BEEN RECEIVED.

11. **NOTICE TO GEORGIA RESIDENTS ONLY**: THESE SECURITIES ARE OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE GEORGIA SECURITIES ACT PURSUANT TO REGULATION 590-4-2-02. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

12. **NOTICE TO HAWAII RESIDENTS ONLY**: NEITHER THIS MEMORANDUM NOR THE SECURITIES DESCRIBED HEREIN BEEN APPROVED OR DISAPPROVED BY THE COMMISSIONER OF SECURITIES OF THE STATE OF HAWAII NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM.

13. **NOTICE TO IDAHO RESIDENTS ONLY**: THESE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE IDAHO SECURITIES ACT IN RELIANCE UPON EXEMPTION FROM REGISTRATION PURSUANT TO SECTION 30-14-203 OR 302(C) THEREOF AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SAID ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SAID ACT.

14. **NOTICE TO ILLINOIS RESIDENTS**: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECRETARY OF THE STATE OF ILLINOIS NOR HAS THE STATE OF ILLINOIS PASSED UPON THE ACCURACY OR ADEQUACY OF THE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

15. **NOTICE TO INDIANA RESIDENTS ONLY**: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 23-19-2-1 OF THE INDIANA SECURITIES LAW AND HAVE NOT BEEN REGISTERED UNDER SECTION 23-19-3. THEY CANNOT THEREFORE BE RESOLD UNLESS THEY ARE REGISTERED UNDER SAID LAW OR UNLESS AN EXEMPTION FORM REGISTRATION IS AVAILABLE. A CLAIM OF EXEMPTION UNDER SAID LAW HAS BEEN FILED, AND IF SUCH EXEMPTION IS NOT DISALLOWED SALES OF THESE SECURITIES MAY BE MADE. HOWEVER, UNTIL SUCH EXEMPTION IS GRANTED, ANY OFFER MADE PURSUANT HERETO IS PRELIMINARY AND SUBJECT TO MATERIAL CHANGE.

16. **NOTICE TO IOWA RESIDENTS ONLY**: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED; THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

17. **NOTICE TO KANSAS RESIDENTS ONLY**: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 81-5-15 OF THE KANSAS SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

18. **NOTICE TO KENTUCKY RESIDENTS ONLY**: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER TITLE 808 KAR 10:210 OF THE KENTUCKY SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

19. **NOTICE TO LOUISIANA RESIDENTS ONLY**: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER RULE 1 OF THE LOUISIANA SECURITIES LAW AND MAY NOT BE REOFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

20. **NOTICE TO MAINE RESIDENTS ONLY**: THE COMPANY IS REQUIRED TO MAKE A REASONABLE FINDING THAT THE SECURITIES OFFERED ARE A SUITABLE INVESTMENT FOR THE PURCHASER AND THAT THE PURCHASER IS FINANCIALLY ABLE TO BEAR THE RISK OF LOSING THE ENTIRE AMOUNT INVESTED. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION UNDER §16202(15) OF THE MAINE UNIFORM SECURITIES

ACT AND ARE NOT REGISTERED WITH THE SECURITIES ADMINISTRATOR OF THE STATE OF MAINE. THE SECURITIES OFFERED FOR SALE MAY BE RESTRICTED SECURITIES AND THE HOLDER MAY NOT BE ABLE TO RESELL THE SECURITIES UNLESS: (1) THE SECURITIES ARE REGISTERED UNDER STATE AND FEDERAL SECURITIES LAWS, OR (2) AN EXEMPTION IS AVAILABLE UNDER THOSE LAWS.

21. **NOTICE TO MARYLAND RESIDENTS ONLY**: IF YOU ARE A MARYLAND RESIDENT AND YOU ACCEPT AN OFFER TO PURCHASE THESE SECURITIES PURSUANT TO THIS MEMORANDUM, YOU ARE HEREBY ADVISED THAT THESE SECURITIES ARE BEING SOLD AS A TRANSACTION EXEMPT UNDER SECTION 11-602(9) OF THE MARYLAND SECURITIES ACT. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF MARYLAND. ALL INVESTORS SHOULD BE AWARE THAT THERE ARE CERTAIN RESTRICTIONS AS TO THE TRANSFERABILITY OF THE SECURITIES.

22. **NOTICE TO MASSACHUSETTS RESIDENTS ONLY**: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MASSACHUSETTS UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THIS OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

23. **NOTICE TO MICHIGAN RESIDENTS ONLY**: IN MAKING AN INVESTMENT DECISION, PURCHASERS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED BY SUBSECTION (E) OF SEC RULE 147, 17 CFR 230.147(E), OR SUBSECTION (E) OF SEC RULE 147A, 17 CFR 230.147A(E), AS PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. PURCHASERS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

24. **NOTICE TO MINNESOTA RESIDENTS ONLY**: THESE SECURITIES BEING OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER CHAPTER 80A OF THE MINNESOTA SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO REGISTRATION, OR AN EXEMPTION THEREFROM.

25. **NOTICE TO MISSISSIPPI RESIDENTS ONLY**: THE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE MISSISSIPPI SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE MISSISSIPPI SECRETARY OF STATE OR WITH THE SECURITIES AND EXCHANGE COMMISSION. NEITHER THE SECRETARY OF STATE NOR THE COMMISSION HAS PASSED

UPON THE VALUE OF THESE SECURITIES, OR APPROVED OR DISAPPROVED THIS OFFERING. THE SECRETARY OF STATE DOES NOT RECOMMEND THE PURCHASE OF THESE OR ANY OTHER SECURITIES. EACH PURCHASER OF THE SECURITIES MUST MEET CERTAIN SUITABILITY STANDARDS AND MUST BE ABLE TO BEAR AN ENTIRE LOSS OF THIS INVESTMENT. THE SECURITIES MAY NOT BE TRANSFERRED FOR A PERIOD OF ONE (1) YEAR EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE MISSISSIPPI SECURITIES ACT OR IN A TRANSACTION IN COMPLIANCE WITH THE MISSISSIPPI SECURITIES ACT.

26. **FOR MISSOURI RESIDENTS ONLY**: THE SECURITIES OFFERED HEREIN WILL BE SOLD TO, AND ACQUIRED BY, THE PURCHASER IN A TRANSACTION EXEMPT UNDER SECTION 4.G OF THE MISSOURI SECURITIES LAW OF 1953, AS AMENDED. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF MISSOURI. UNLESS THE SECURITIES ARE SO REGISTERED, THEY MAY NOT BE OFFERED FOR SALE OR RESOLD IN THE STATE OF MISSOURI, EXCEPT AS A SECURITY, OR IN A TRANSACTION EXEMPT UNDER SAID ACT.

27. **NOTICE TO MONTANA RESIDENTS ONLY**: IN ADDITION TO THE INVESTOR SUITABILITY STANDARDS THAT ARE OTHERWISE APPLICABLE, ANY INVESTOR WHO IS A MONTANA RESIDENT MUST HAVE A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) IN EXCESS OF FIVE (5) TIMES THE AGGREGATE AMOUNT INVESTED BY SUCH INVESTOR IN THE SECURITIES.

28. **NOTICE TO NEBRASKA RESIDENTS ONLY**: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER CHAPTER 15 OF THE NEBRASKA SECURITIES LAW AND MAY NOT BE REOFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

29. **NOTICE TO NEVADA RESIDENTS ONLY**: IF ANY INVESTOR ACCEPTS ANY OFFER TO PURCHASE THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION NRS 92.520 OF THE NEVADA SECURITIES LAW. THE INVESTOR IS HEREBY ADVISED THAT THE ATTORNEY GENERAL OF THE STATE OF NEVADA HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING AND THE FILING OF THE OFFERING WITH THE BUREAU OF SECURITIES DOES NOT CONSTITUTE APPROVAL OF THE ISSUE, OR SALE THEREOF, BY THE BUREAU OF SECURITIES OR THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEVADA. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. NEVADA ALLOWS THE SALE OF SECURITIES TO 25 OR FEWER PURCHASERS IN THE STATE WITHOUT REGISTRATION. HOWEVER, CERTAIN CONDITIONS APPLY, I.E., COMMISSIONS ARE LIMITED TO LICENSED BROKER-DEALERS. THIS EXEMPTION IS GENERALLY USED WHERE THE PROSPECTIVE INVESTOR IS ALREADY KNOWN AND HAS A PRE-EXISTING RELATIONSHIP WITH THE COMPANY. (SEE NRS 90.530.11.)

30. **NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY**: NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE UNDER THIS CHAPTER HAS BEEN FILED WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW

HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

31. **NOTICE TO NEW JERSEY RESIDENTS ONLY**: IF YOU ARE A NEW JERSEY RESIDENT AND YOU ACCEPT AN OFFER TO PURCHASE THESE SECURITIES PURSUANT TO THIS MEMORANDUM, YOU ARE HEREBY ADVISED THAT THIS MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

32. **NOTICE TO NEW MEXICO RESIDENTS ONLY**: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE NEW MEXICO DEPARTMENT OF BANKING NOR HAS THE SECURITIES DIVISION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

33. **NOTICE TO NEW YORK RESIDENTS ONLY**: THIS MEMORANDUM HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE COMPANY HAS TAKEN NO STEPS TO CREATE AN AFTER MARKET FOR THE NOTES OFFERED HEREIN AND HAS MADE NO ARRANGEMENTS WITH BROKERS OF OTHERS TO TRADE OR MAKE A MARKET IN THE NOTES. AT SOME TIME IN THE FUTURE, THE COMPANY MAY ATTEMPT TO ARRANGE FOR INTERESTED BROKERS TO TRADE OR MAKE A MARKET IN THE SECURITIES AND TO QUOTE THE SAME IN A PUBLISHED QUOTATION MEDIUM, HOWEVER, NO SUCH ARRANGEMENTS HAVE BEEN MADE AND THERE IS NO ASSURANCE THAT ANY BROKERS WILL EVER HAVE SUCH AN INTEREST IN THE SECURITIES OF THE COMPANY OR THAT THERE WILL EVER BE A MARKET THEREFORE.

34. **NOTICE TO NORTH CAROLINA RESIDENTS ONLY**: IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FORGOING AUTHORITIES HAVE NOT CONFIRMED ACCURACY OR DETERMINED ADEQUACY OF THIS MEMORANDUM. REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE

AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

35. **NOTICE TO NORTH DAKOTA RESIDENTS ONLY**: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

36. **NOTICE TO OHIO RESIDENTS ONLY**: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 1707.3(X) OF THE OHIO SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

37. **NOTICE TO OKLAHOMA RESIDENTS ONLY**: THESE SECURITIES ARE OFFERED FOR SALE IN THE STATE OF OKLAHOMA IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION FOR PRIVATE OFFERINGS. ALTHOUGH A PRIOR FILING OF THIS MEMORANDUM AND THE INFORMATION HAS BEEN MADE WITH THE OKLAHOMA SECURITIES COMMISSION, SUCH FILING IS PERMISSIVE ONLY AND DOES NOT CONSTITUTE AN APPROVAL, RECOMMENDATION OR ENDORSEMENT, AND IN NO SENSE IS TO BE REPRESENTED AS AN INDICATION OF THE INVESTMENT MERIT OF SUCH SECURITIES. ANY SUCH REPRESENTATION IS UNLAWFUL.

38. **NOTICE TO OREGON RESIDENTS ONLY**: THE SECURITIES OFFERED HAVE NOT BEEN REGISTERED WITH THE CORPORATION COMMISSION OF THE STATE OF OREGON UNDER PROVISIONS OF OAR 815 DIVISION 36. THE INVESTOR IS ADVISED THAT THE COMMISSIONER HAS NOT MADE A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS MEMORANDUM SINCE THE MEMORANDUM IS NOT REQUIRED TO BE FILED WITH THE COMMISSIONER. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE COMPANY CREATING THE SECURITIES, AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

39. **NOTICE TO PENNSYLVANIA RESIDENTS ONLY**: EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY SECTION 203(D), DIRECTLY FROM THE COMPANY OR AFFILIATE OF THIS COMPANY, SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER, UNDERWRITER (IF ANY) OR ANY OTHER PERSON WITHIN TWO (2) BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE COMPANY OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO BINDING CONTRACT OF PURCHASE, WITHIN TWO (2) BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED. IF YOU HAVE ACCEPTED AN OFFER TO PURCHASE THESE SECURITIES MADE PURSUANT TO A PROSPECTUS WHICH CONTAINS A NOTICE EXPLAINING YOUR RIGHT TO WITHDRAW YOUR ACCEPTANCE PURSUANT TO SECTION 207(M) OF THE PENNSYLVANIA SECURITIES ACT OF 1972 (70 PS § 1-207(M), YOU MAY ELECT, WITHIN TWO (2) BUSINESS DAYS AFTER THE FIRST TIME YOU HAVE RECEIVED THIS NOTICE AND A PROSPECTUS TO WITHDRAW FROM YOUR

PURCHASE AGREEMENT AND RECEIVE A FULL REFUND OF ALL MONEYS PAID BY YOU. YOUR WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, YOU NEED ONLY SEND A LETTER OR TELEGRAM TO THE COMPANY (OR UNDERWRITER IF ONE IS LISTED ON THE FRONT PAGE OF THE PROSPECTUS) INDICATING YOUR INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED SECOND BUSINESS DAY. IF YOU ARE SENDING A LETTER, IT IS PRUDENT TO SEND IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO EVIDENCE THE TIME WHEN IT WAS MAILED. SHOULD YOU MAKE THIS REQUEST ORALLY, YOU SHOULD ASK WRITTEN CONFIRMATION THAT YOUR REQUEST HAS BEEN RECEIVED. NO SALE OF THE SECURITIES WILL BE MADE TO RESIDENTS OF THE STATE OF PENNSYLVANIA WHO ARE NON-ACCREDITED INVESTORS. EACH PENNSYLVANIA RESIDENT MUST AGREE NOT TO SELL THESE SECURITIES FOR A PERIOD OF TWELVE (12) MONTHS AFTER THE DATE OF PURCHASE, EXCEPT IN ACCORDANCE WITH WAIVERS ESTABLISHED BY RULE OR ORDER OF THE COMMISSION. THE SECURITIES HAVE BEEN ISSUED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENT OF THE PENNSYLVANIA SECURITIES ACT OF 1972. NO SUBSEQUENT RESALE OR OTHER DISPOSITION OF THE SECURITIES MAY BE MADE WITHIN 12 MONTHS FOLLOWING THEIR INITIAL SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION, EXCEPT IN ACCORDANCE WITH WAIVERS ESTABLISHED BY RULE OR ORDER OF THE COMMISSION, AND THEREAFTER ONLY PURSUANT TO AN EFFECTIVE REGISTRATION OR EXEMPTION.

40. **NOTICE TO RHODE ISLAND RESIDENTS ONLY**: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE DEPARTMENT OF BUSINESS REGULATION OF THE STATE OF RHODE ISLAND NOR HAS THE DIRECTOR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

41. **NOTICE TO SOUTH CAROLINA RESIDENTS ONLY**: THESE SECURITIES ARE BEING OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE SOUTH CAROLINA UNIFORM SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE SOUTH CAROLINA SECURITIES COMMISSIONER. THE COMMISSIONER DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SECURITIES, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

42. **NOTICE TO SOUTH DAKOTA RESIDENTS ONLY**: THESE SECURITIES ARE BEING OFFERED FOR SALE IN THE STATE OF SOUTH DAKOTA PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SOUTH DAKOTA BLUE SKY LAW, CHAPTER 47-31, WITH THE DIRECTOR OF THE DIVISION OF SECURITIES OF THE DEPARTMENT OF COMMERCE AND REGULATION OF THE STATE OF SOUTH DAKOTA. THE EXEMPTION DOES NOT CONSTITUTE A FINDING THAT THIS MEMORANDUM IS TRUE, COMPLETE, AND NOT

MISLEADING, NOR HAS THE DIRECTOR OF THE DIVISION OF SECURITIES PASSED IN ANY WAY UPON THE MERITS OF, RECOMMENDED, OR GIVEN APPROVAL TO THESE SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

43. **NOTICE TO TENNESSEE RESIDENT ONLY**: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD. EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

44. **NOTICE TO TEXAS RESIDENTS ONLY**: THE SECURITIES OFFERED HEREUNDER HAVE NOT BEEN REGISTERED UNDER APPLICABLE TEXAS SECURITIES LAWS AND, THEREFORE, ANY PURCHASER THEREOF MUST BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SECURITIES CANNOT BE RESOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER SUCH SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. FURTHER, PURSUANT TO §109.13 UNDER THE TEXAS SECURITIES ACT, THE COMPANY IS REQUIRED TO APPRISE PROSPECTIVE INVESTORS OF THE FOLLOWING: A LEGEND SHALL BE PLACED, UPON ISSUANCE, ON CERTIFICATES REPRESENTING SECURITIES PURCHASED HEREUNDER, AND ANY PURCHASER HEREUNDER SHALL BE REQUIRED TO SIGN A WRITTEN AGREEMENT THAT HE WILL NOT SELL THE SUBJECT SECURITIES WITHOUT REGISTRATION UNDER APPLICABLE SECURITIES LAWS, OR EXEMPTIONS THEREFROM.

45. **NOTICE TO UTAH RESIDENTS ONLY**: THESE SECURITIES ARE BEING OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE UTAH SECURITIES ACT. THE SECURITIES CANNOT BE TRANSFERRED OR SOLD EXCEPT IN TRANSACTIONS WHICH ARE EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

46. **NOTICE TO VERMONT RESIDENTS ONLY**: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE STATE OF VERMONT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

47. **NOTICE TO VIRGINIA RESIDENTS ONLY**: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION UNDER SECTION 13.1-514 OF THE VIRGINIA SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

48. **NOTICE TO WASHINGTON RESIDENTS ONLY**: (i) ANY PROSPECTIVE PURCHASER IS ENTITLED TO REVIEW FINANCIAL STATEMENTS OF THE COMPANY WHICH SHALL BE FURNISHED UPON REQUEST; (ii) RECEIPT OF NOTICE OF EXEMPTION BY THE WASHINGTON ADMINISTRATOR OF SECURITIES DOES NOT SIGNIFY THAT THE ADMINISTRATOR HAS APPROVED OR RECOMMENDED THESE SECURITIES, NOR HAS THE ADMINISTRATOR PASSED UPON THE OFFERING. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE; AND (iii) THE RETURN OF THE FUNDS OF THE PURCHASER IS DEPENDENT UPON THE FINANCIAL CONDITION OF THE ORGANIZATION.

49. **NOTICE TO WEST VIRGINIA RESIDENTS ONLY**: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 15.06(b)(9) OF THE WEST VIRGINIA SECURITIES LAW AND MAY NOT BE REOFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

50. **NOTICE TO WISCONSIN RESIDENTS ONLY**: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. IT IS THE RESPONSIBILITY OF ANY PERSON WISHING TO PURCHASE THE SECURITIES TO SATISFY HIMSELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE U.S. IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

51. **FOR WYOMING RESIDENTS ONLY**: ALL WYOMING RESIDENTS WHO PURCHASE SECURITIES OFFERED BY THE COMPANY MUST SATISFY THE FOLLOWING MINIMUM FINANCIAL SUITABILITY REQUIREMENTS IN ORDER TO PURCHASE SECURITIES: (1) A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) OF TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000); AND (2) THE PURCHASE PRICE OF SECURITIES MAY NOT EXCEED TWENTY PERCENT (20%) OF THE NET WORTH OF THE PURCHASER; AND (3) "TAXABLE INCOME" AS DEFINED IN SECTION 63 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, DURING THE LAST TAX YEAR AND ESTIMATED "TAXABLE INCOME" DURING THE CURRENT TAX YEAR SUBJECT TO A FEDERAL INCOME TAX RATE OF NOT LESS THAN THIRTY-THREE PERCENT (33%). IN ORDER TO VERIFY THE FOREGOING, ALL PURCHASERS WHO ARE WYOMING RESIDENTS WILL BE REQUIRED TO REPRESENT THAT THEY MEET THESE WYOMING SPECIAL INVESTOR SUITABILITY REQUIREMENTS.

FOR ALL NON-U.S. INVESTORS

NO ACTION HAS BEEN OR WILL BE TAKEN IN ANY JURISDICTION OUTSIDE THE UNITED STATES OF AMERICA THAT WOULD PERMIT AN OFFERING OF THE SECURITIES, OR POSSESSION, OR DISTRIBUTION OF OFFERING MATERIAL IN CONNECTION WITH THE

ISSUE OF THE SECURITIES, IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. IT IS THE RESPONSIBILITY OF ANY PERSON WISHING TO PURCHASE THE SECURITIES TO SATISFY HIMSELF OR HERSELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES OF AMERICA IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

YOUR INVESTMENT WILL BE DENOMINATED IN UNITED STATES DOLLARS ($) AND, THEREFORE, WILL BE SUBJECT TO ANY FLUCTUATION IN THE RATE OF EXCHANGE BETWEEN UNITED STATES DOLLARS ($), THE CURRENCY OF YOUR OWN JURISDICTION AND THE CURRENCY OF THE JURISDICTION IN WHICH ANY FUND PORTFOLIO ASSET OPERATES OR GENERATES INVESTMENT PROCEEDS, AS APPLICABLE. SUCH FLUCTUATIONS MAY HAVE AN ADVERSE EFFECT ON THE VALUE, PRICE OR INCOME OF YOUR INVESTMENT.