

## SUPPLEMENT #1 TO CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

The Date of this Supplement is December 12, 2025

This Supplement #1 to Confidential Private Placement Memorandum (this “**Supplement**”) supplements the Confidential Private Placement Memorandum dated November 27, 2025 (“**PPM**”) in connection with the issuance of Equity and EMER Tokens by Emeroth Studios Ltd., a British Virgin Islands company (the “**Company**”). The purpose of this Supplement is to amend certain information in the PPM, as more fully described below.

This Supplement is incorporated by reference into, and should be reviewed in conjunction with, the PPM. This Supplement is not complete without and may not be delivered or utilized except in connection with the PPM. If the description in this Supplement differs from the description in the PPM, the description in this Supplement supersedes the description in the PPM.

Capitalized terms used but not defined herein shall have the meanings set forth in the PPM. Expressly as set forth in this Supplement, the PPM, including all disclosures therein and all exhibits thereto, shall remain unmodified.

The recipient, by accepting delivery of this Supplement, agrees to return this Supplement and all accompanying or related documents to the Company if the recipient does not agree to purchase any of the SAFE-Ts offered in the Offering.

### Addendum to the Terms of the Offering

The PPM is hereby supplemented to (i) extend the Offering Period from December 12, 2025, at 11:59 pm PST up to and through December 20, 2025, at 11:59 pm PST, and (ii) set forth the terms as applicable to each Investor’s allocation of a Quarterly Revenue Share Amount (as defined below), in addition to the allocation of Equity and EMER Tokens, as further set forth below. The terms and conditions of the PPM shall be deemed amended to the extent necessary to give effect to the purpose and intent of this Supplement.

<b>Offering Period:</b>	<p>November 28, 2025, at 9:00 am prevailing Pacific Standard Time (“<b>PST</b>”) through December 20, 2025, at 11:59 pm PST, subject to the Company’s discretion to extend the Offering (the “<b>Offering Period</b>”).</p> <p>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.</p> <p>The Company reserves the right to reject any payments not made within the Offering Period.</p> <p>The Offering Period may be extended or shortened in the Company’s sole discretion posting a supplement to the Memorandum on the Offering Website.</p>
<b>Revenue Share Allocation:</b>	<p>Commencing with the first full calendar quarter immediately following the final Closing of this Offering, the Investor shall be entitled to receive a payment from the Company for each calendar quarter in an amount equal to the Quarterly Revenue Share Amount. All payments of the Quarterly Revenue Share Amount shall be paid in the form of USDC to Investor’s Designated Wallet (as defined in the SAFE-T) within thirty (30) calendar days after the last day of any calendar quarter during which any Quarterly Gross Revenues</p>

attributable to the Quarterly Revenue Share Amount are collected by the Company. The Parties hereby agree that the Quarterly Revenue Share Amount shall be transferred by the Company in USDC, at a conventional exchange rate of 1USDC=USD\$1.

As used herein:

**“Investor’s Revenue Share Percentage”** means the percentage, measured as of the date of any payment under Section 2.1.2 of the SAFE-T, equal to the Investor’s then-percentage ownership of the total issued and outstanding equity of the Company, assuming the issuance of the fixed Equity allocation under Section 2.1.1 of the SAFE-T. For the avoidance of doubt, if the Investor’s Purchase Amount is \$120,000, and the Investor receives a fixed Equity allocation equal to one percent (1%) as further set forth in Section 2.1.1 of the SAFE-T, the Investor’s Revenue Share Percentage shall be equal to one percent (1%) and, as and for a further example, if the Investor’s Purchase Amount is \$120,000, and the Investor receives a fixed Equity allocation equal to one percent (1%) as further set forth in Section 2.1.1 of the SAFE-T, and such allocation is then diluted to one-half percent (0.5%) upon the closing of a Qualified Financing, the Investor’s Revenue Share Percentage shall be equal to one-half percent (0.5%).

**“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; excluding in all instances, a Qualified Financing.

**“Quarterly Gross Revenue”** means all gross revenues actually received by the Company from its operations during the Quarterly Revenue Sharing Period.

**“Quarterly Revenue Share Amount”** means the amount equal to the product derived by multiplying the (i) Investor’s Revenue Share Percentage by (ii) the Quarterly Gross Revenue for the applicable calendar quarter.

**“Quarterly Revenue Sharing Period”** means the period commencing with the first full calendar quarter immediately following the final Closing of this Offering and ending upon the earlier of (a) such date the Investor no longer holds any Equity or Tokens of the Company; or (b) immediately prior to the closing of (i) the sale of the Company (through a merger, consolidation, sale of all or substantially all of its assets or shares or similar transaction), or the acquisition by a single purchaser or purchasers of all or substantially all of the issued and outstanding ordinary and preference shares of the Company; (ii) at any time indicated in a written agreement between the Investor and the Company; or (iii) the effective time of (x) a voluntary termination of operations, (y) a general assignment for the benefit of the Company’s creditors or (z) any other liquidation, winding up or dissolution of the Company (excluding a Liquidity Event), whether voluntary or involuntary.