CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM[1]

Pursuant to Regulation D, Rule 506(c)

ACCELERATE PRODUCTX VENTURES PRIVATE LIMITED

MINIMUM INVESTMENT AMOUNT: $2,000

UP TO $2,000,000
IN
SIMPLE AGREEMENT FOR FUTURE EQUITY (SAFE)

MAY 12, 2023

1 ***Potential Conflicts of Interest.*** This Memorandum does not purport to identify all conflicts of interest. ODB Broker LLC 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. Republic Capital Advisers LLC ("**Republic Capital**") an affiliate of ODB and an SEC registered investment adviser may advise vehicles that have invested in securities issued by the Company. Those investments may be of a different class or type, with different rights and preferences, than those offered herein. Those other vehicles may have rights of first refusal, preemptive rights, voting rights or other rights in respect of the investment. Further, OpenDeal Portal LLC dba Republic ("**Republic Funding Portal**") an affiliate of ODB and an SEC registered crowdfunding portal may hold securities issued by the Company earned as a commission for securities crowdfunding services. Those investments may be of a different class or type, with different rights and preferences, than those offered herein.

Closing 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 a token purchase agreement; (2) completion of purchaser qualification requirements (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 BitPay's receipt of funds (collectively, the "***Closing Requirements***"). The proceeds of this Offering will be disbursed to the Company intermittently throughout the closing process, provided that all applicable Closing Requirements associated with such proceeds must be satisfied prior to disbursement.

IMPORTANT NOTICES

This Confidential Private Placement Memorandum (this "***Memorandum***") has been prepared on a strictly confidential basis to enable the recipient to evaluate the offering of Simple Agreements for Future Equity (the "***Crowd SAFEs***", "***SAFEs***", or "***Securities***") described therein. Each recipient, by accepting delivery of this Memorandum, agrees not to make a copy of the same or to divulge the contents hereof to any person other than a legal, business, investment or tax advisor in connection with obtaining the advice of any such persons with respect to this offering.

Unless the context requires otherwise, in this Memorandum the terms "***Company***," "***The New Shop***," "***Issuer***," "***we***," "***us***", and "***our***" refer to Accelerate ProductX Ventures Private Limited. Purchasers of Securities are sometimes referred to herein as "***Purchasers***" or "***Investors***".

Each recipient hereof acknowledges and agrees that (i) the contents of this Memorandum constitute proprietary and confidential information, (ii) the Company and its affiliates derive independent economic value from such confidential information not being generally known, and (iii) such confidential information is the subject of reasonable efforts to maintain its secrecy. The recipient further agrees that the contents of this Memorandum are a trade secret, the disclosure of which is likely to cause substantial and irreparable competitive harm to the Company. 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, is prohibited. The existence and nature of all conversations regarding the Company and this Offering must be kept confidential. Each recipient hereby agrees to destroy any copies (including electronic copies) of this Memorandum promptly upon request of the Company.

This Memorandum has been prepared in connection with a private offering of the Securities (the "***Offering***") to accredited investors in reliance on Regulation D, Rule 506(c) under the Securities Act of 1933, as amended (the **"*Securities Act*'"**). The Offering will be conducted via https://republic.com (the "***Platform***") which is operated for the benefit of OpenDeal Broker LLC dba Capital R **("*ODB*")**. ODB is a registered FINRA/SEC broker dealer. Each Investor will be required to electronically deliver to the Company a fully completed, dated and signed copy of the SAFE instrument through Platform, together with any (i) exhibits and (ii) documents requested by the Company and its agents, including ODB and its representatives, for the purpose of satisfying the Company and ODB's accreditation, customer identification and due diligence obligations prior to the Offering Deadline (as defined below) and send full payment of any consideration to the Company to effect its purchase of the Securities. Investors will not be provided wire instructions until completion of ODB's know your customer (KYC), anti-money laundering (AML), and Reg BI policies, as well as verification of accredited investor status, after which Investors may send full payment of any consideration to the Company.

This Memorandum contains a summary of the terms of 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 documents. Each prospective Purchaser should review the form of Crowd SAFE attached as **Exhibit B** and such other documents for complete information concerning the rights, privileges and obligations related to a purchase of the Securities. If any of the terms, conditions or other provisions of the SAFE or such other documents are inconsistent with or contrary to the descriptions or terms in this Memorandum, the SAFE or such other documents shall control. The Company reserves the right to modify the terms of this Offering and the Securities described in this Memorandum, and the Securities are offered subject to the Company's ability to reject any commitment in whole or in part.

An investment in the Securities involves a high degree of risk, volatility and illiquidity. A prospective Purchaser should thoroughly review the confidential information contained herein and the terms of the SAFE, and carefully consider whether an investment in the Securities is suitable to the Investor's financial situation and goals.

Investors should make their own investigations and evaluations of the Securities that will be delivered pursuant thereto, including the merits and risks involved in an investment therein. Prior to any investment, the Company will give Investors 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. Investors 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.

This Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the United States Securities and Exchange Commission (the "***SEC***") nor any other federal, state or foreign regulatory authority has approved an investment in the Securities. 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. Any representation to the contrary is a criminal offense. This Memorandum is not, and under no circumstances is to be construed as a prospectus or advertisement for a public offering of the Securities referred to therein.

Engagement Agreement with ODB

We are currently party to an offering listing agreement, as effective as of December 21, 2022 (the "***Engagement Agreement***"), with ODB, who has agreed to provide certain offering facilitation services, including executing and delivering evidence of the SAFEs sold in this Offering to each Investor and the use of the Platform. ODB has made no commitment to purchase all or any part of the SAFEs. The term of the Engagement Agreement will continue until the later of the SAFEs are no longer being listed on the Platform or 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 the SAFEs 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 the Platform.

Reimbursable expenses in the event of termination. In the event the Offering does not close or we decide not to pursue this Offering, we have agreed to reimburse ODB the greater of (a) $25,000, (b) all costs incurred by ODB in enabling this Offering to be listed on https://republic.com or (c) the dollar amount equal to the processing fees as described below, for the Maximum Offering Amount (as described below); except that if circumstances beyond the control of the Issuer make a closing impossible.

Commission and Expenses. We have agreed to pay ODB 6.0% of the gross proceeds. We have also agreed to pay ODB a securities commission equivalent to 2.0% of the dollar value of SAFEs sold in this Offering, such amounts will not affect the net proceeds, but will have a dilutive effect on the Securities issued to Investors. Non-accountable expenses shall be limited to one-half percent (0.5%) of the Offering's proceeds to ODB.

The aggregate commission to be paid to ODB will have a maximum value of no more than 8% of the total proceeds of the Offering. ODB will ensure that the maximum commission amount will not exceed this 8% cap. Any other fees that we may pay to ODB or third parties will not be commissions for these purposes.

While our management may promote the Company and this Offering, no other commissions will be paid to anyone in connection with facilitating this Offering.

ODB has agreed, with respect to the SAFE issued to it as part of its commission, not to: (a) sell, transfer, assign, pledge or hypothecate such Securities for a period of 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 or partner 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 Securities, except as provided for in FINRA Rule 5110(e)(2). On and after 180 days after the date on which this Offering is qualified by the SEC, transfers to others may be made subject to compliance with or exemptions from applicable securities laws. There are no registration rights offered to ODB.

Under the Engagement Agreement with ODB, ODB may also pass through certain administrative expenses related to FINRA fees and anti-money laundering, investor due diligence and accreditation service, in no event in excess of $30,000 and ancillary costs related to consulting or advisory fees, without markup. We may be required to indemnify ODB and possibly other parties with respect to disclosures made in this Memorandum. Any other fees that we may pay to ODB or other third parties will not be commissions or considered as underwriting compensation. ODB has reserved the right to enter into posting agreements with equity crowdfunding firms not associated with FINRA member firms in connection with this Offering, for which we may pay non-contingent fees as compensation.

Escrow. Cash received in connection with purchases will be placed into an escrow account established by the Company with an escrow agent designated by ODB for the benefit of the Offering (the **"Escrow Account"**). 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 wires fees. Purchasers will follow instructions for completing payment when making their investment via the Republic Platform that is operated for the benefit of the offering. Any subscription made through the Republic Platform will have the consideration directed and immediately be deposited into the bank account of an escrow agent designated by ODB (the **"Escrow Agent"**).

Fees for Termination of the Engagement Agreement. Should we terminate the Engagement Agreement, other than for a breach of the Engagement Agreement by ODB, we have agreed to pay ODB the greater of $5,000 or an amount equal to the number of Investors in this Offering multiplied by $25.00.

Indemnification and Control.

We have 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.

Procedures for Subscribing

We plan to market this Offering to potential Investors through the Platform. We will hold an initial closing on any number of SAFEs at any time during the Offering after we have received notification of approval when we and ODB determine, and thereafter may hold one or more additional closings until we determine to cease having any additional closings during the Offering. We will close on proceeds based upon the order in which they are received. We will consider various factors in determining the timing of any additional closings following the initial closing, including the amount of proceeds received at the initial closing and any prior additional closings. Investment commitments are not binding on the Company until they are accepted by the Company. Once accepted by the Company, subscriptions are irrevocable.

OPENDEAL HAS NOT INVESTIGATED (NOR HAVE ANY OF ITS AFFILIATES INVESTIGATED) THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. OPENDEAL AND ITS AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. OPENDEAL BROKER'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

We are offering the Securities on a "best efforts" basis with no prescribed offering minimum. Subscription proceeds will be available for use by us as soon as we accept such subscriptions and receive the funds.

Except as otherwise noted, all references herein to "***$***" or monetary amounts refer to United States ("***U.S.***") dollars.

<u>EXCLUSIVE NATURE OF THIS MEMORANDUM</u>

The Company has not authorized any person to provide any information or to make any representations except to the extent contained in this Memorandum. If any such representations are given or made, such information and representations must not be relied upon as having been authorized by the Company.

The Securities have not been nor shall they be registered under the Securities Act, or any other law or regulation governing the offering, sale or exchange of securities in the United States or any other jurisdiction. This Offering is being made to ”accredited investors” as defined in Rule 501(a) of Regulation D of the Securities Act. Prospective Investors must acknowledge the fact that the SAFEs will be treated as securities by US regulators, including the SEC and that accordingly they will be subject to mandatory securities holding periods that apply to restricted securities, which can only be transferred subject to certain SEC rules, such as but not limited to SEC Rule 144. See ‘*Additional Notice; Reliance Upon Specific Registration Exemptions*,’ ‘*Restrictions on Transfer*’ and ‘*Risk Factors*.’ We will not be required nor do we currently intend to offer to exchange the Securities for any securities registered under the Securities Act or any other law or register the Securities for resale under the Securities Act. The Company will not be registered as an investment company under the United States Investment Company Act of 1940, as amended (the **“*Investment Company Act*”**). Consequently, Investors will not be afforded the protections of the Investment Company Act.

RESTRICTIONS ON TRANSFER

The Securities may not be sold or transferred unless they are registered under the Securities Act or an exemption from that registration under the Securities Act and under any other applicable securities law registration requirements is available. The Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time. There is no public market for the Securities and no public market is expected to develop in the future.

Neither the SAFE instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party thereto without the prior written consent of the other party; provided, however, that the SAFE instrument and/or the rights contained herein may be assigned without the Company’s consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and provided, further, that the Company may assign the SAFE instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company’s domicile.

FORWARD-LOOKING STATEMENT DISCLOSURE

Certain statements in this Memorandum constitute “forward-looking statements” within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (the “***Exchange Act***”). All statements that address expectations or projections about the future, including statements about product development, market position, expected expenditures and financial results, are forward-looking statements. Some of the forward-looking statements may be identified by words like “may,” “should,” “estimates,” “expects,” “anticipates,” “plans,” “intends,” “believes”, “projects,” “indicates, or the negative of these words or other variations or similar expressions or terminology. Any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. These statements are not guarantees of future performance and involve a number of risks, uncertainties and assumptions. Accordingly, actual results or performance of the Company may differ significantly, positively or negatively, from forward-looking statements made herein. Unanticipated events and circumstances are likely to occur. Factors that might cause such differences include, but are not limited to, those discussed under the heading ‘*Risk Factors*’ which recipients of this Memorandum should carefully consider. These factors include, but are not limited to, risks that our products and services may not receive the level of market acceptance anticipated; anticipated funding may prove to be unavailable; intense competition in our market may result in lower than anticipated revenues or higher than anticipated costs, and general economic conditions, such as the rate of employment, inflation, interest rates and the condition of the capital markets may change in a way that is not favorable to us. This list of factors is not exclusive. We undertake no obligation to update any forward-looking statements.

NASAA UNIFORM DISCLOSURE

IN MAKING AN INVESTMENT DECISION PURCHASERS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THIS 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 DOCUMENT. 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, AND

THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. PURCHASERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO RESIDENTS OF COLORADO

THIS INFORMATION IS DISTRIBUTED PURSUANT TO AN EXEMPTION FOR SMALL OFFERINGS UNDER THE RULES OF THE COLORADO SECURITIES DIVISION. THE SECURITIES DIVISION HAS NEITHER REVIEWED NOR APPROVED ITS FORM OR CONTENT. THE SECURITIES DESCRIBED MAY ONLY BE PURCHASED BY "ACCREDITED INVESTORS" AS DEFINED BY RULE 501 OF SEC REGULATION D AND THE RULES OF THE COLORADO SECURITIES DIVISION.

NOTICE TO RESIDENTS OF CONNECTICUT

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.

NOTICE TO RESIDENTS OF FLORIDA

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT. EACH OFFEREE WHO IS A FLORIDA RESIDENT SHOULD BE AWARE THAT SECTION 517.061(11)(A)(5) OF THE FLORIDA SECURITIES AND INVESTOR PROTECTION 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 SECTION 517.061(11) IS VOIDABLE BY THE PURCHASER IN SUCH SALE EITHER WITHIN THREE DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT OR WITHIN THREE 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 OF THE FLORIDA ACT IS HEREBY COMMUNICATED TO EACH FLORIDA OFFEREE.

NOTICE TO RESIDENTS OF GEORGIA

THESE SECURITIES HAVE BEEN ISSUED OR SOLD IN RELIANCE ON PARAGRAPH (13) OF CODE SECTION 10- 5-9 OF THE "GEORGIA SECURITIES ACT OF 1973," AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

NOTICE TO RESIDENTS OF MARYLAND

THE SECURITIES REPRESENTED BY THIS DOCUMENT HAVE BEEN ISSUED PURSUANT TO A CLAIM OF EXEMPTION FROM THE REGISTRATION PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS AND MAY NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH THE REGISTRATION PROVISIONS OF APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR APPLICABLE EXEMPTIONS THEREFROM.

NOTICE TO RESIDENTS OF NEW HAMPSHIRE

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE 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 NEW HAMPSHIRE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER NEW HAMPSHIRE 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 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.

NOTICE TO RESIDENTS OF NEW MEXICO

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISK 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 DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO RESIDENTS OF NEW YORK

THIS IS NOT A FIRM OFFER IN THE STATE OF NEW YORK. NO FIRM OFFER MAY BE MADE IN NEW YORK, AND NO SUBSCRIPTION PAYMENT, DEPOSIT, OR SUBSCRIPTION COMMITMENT MAY BE RECEIVED UNLESS AN EXEMPTION IS GRANTED FROM THE FILING OF AN OFFERING STATEMENT OR PROSPECTUS UNDER NEW YORK LAW. THIS PRELIMINARY OFFERING LITERATURE IS SUBJECT TO REVISION AND AMENDMENT.

NOTICE TO RESIDENTS OF NORTH DAKOTA

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.

NOTICE TO RESIDENTS OF OREGON

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 DOCUMENT. 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, 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. YOU WILL NOT BE ABLE TO TRANSFER OR RESELL THESE SECURITIES EXCEPT PURSUANT TO REGISTRATION UNDER THE FEDERAL SECURITIES ACT OF 1933 OR AN EXEMPTION FROM REGISTRATION IF AVAILABLE. CONSEQUENTLY, YOU MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO RESIDENTS OF PENNSYLVANIA

ACCORDING TO SECTION 207(M)(2) OF THE PENNSYLVANIA SECURITIES ACT OF 1972: “IF YOU HAVE ACCEPTED AN OFFER TO PURCHASE THESE SECURITIES AND HAVE RECEIVED A WRITTEN NOTICE EXPLAINING YOUR RIGHT TO WITHDRAW YOUR ACCEPTANCE PURSUANT TO SECTION 207(M)(2) OF THE PENNSYLVANIA SECURITIES ACT OF 1972, YOU MAY ELECT, WITHIN TWO BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF YOUR BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO BINDING CONTRACT OF PURCHASE, WITHIN TWO BUSINESS DAYS AFTER YOU MAKE THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED, TO WITHDRAW YOU ACCEPTANCE AND RECEIVE A FULL REFUND OF ALL MONEYS PAID BY YOU. YOUR WITHDRAWAL OF ACCEPTANCE WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, YOU NEED ONLY SEND A WRITTEN NOTICE (INCLUDING A NOTICE BY FACSIMILE OR ELECTRONIC MAIL) TO THE ISSUER (OR PLACEMENT AGENT IF ONE IS LISTED ON THE FRONT PAGE OF THE OFFERING MEMORANDUM) INDICATING YOUR INTENTION TO WITHDRAW.

NOTICE TO RESIDENTS OF SOUTH CAROLINA

THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER ONE OR MORE SECURITIES ACTS. 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 COMMISSIONER OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. 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.

NOTICE TO RESIDENTS OF TENNESSEE

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER 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 DOCUMENT. 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.

NOTICE TO RESIDENTS OF VERMONT

(I) INVESTMENT IN THESE SECURITIES INVOLVES SIGNIFICANT RISKS AND IS SUITABLE ONLY FOR PERSONS WHO HAVE NO NEED FOR IMMEDIATE LIQUIDITY IN THEIR INVESTMENT AND WHO CAN BEAR THE ECONOMIC RISK OF A LOSS OF THEIR ENTIRE INVESTMENT. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.
(II) IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER 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 DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.
(III) 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 AND THE VERMONT SECURITIES ACT, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

NOTICE TO RESIDENTS OF VIRGINIA

THE SECURITIES REPRESENTED BY THIS DOCUMENT HAVE BEEN ISSUED PURSUANT TO A CLAIM OF EXEMPTION FROM THE REGISTRATION OR QUALIFICATION PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS AND SHALL NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH THE REGISTRATION OF QUALIFICATION PROVISIONS OF APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR APPLICABLE EXEMPTIONS THEREFROM.

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.

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The Company:	Accelerate Productx Ventures Private Limited Attn: C. Christopher Clark, Esq. CLARK.LAW 9606 Bailey Road, Suite 240 Cornelius, NC 28031 Email: Chris@Clark.Law

The following is a summary of certain principal terms governing an investment in the Securities offered by the Company. This summary is not complete and is qualified in its entirety by reference to the more detailed information set forth elsewhere in this Memorandum and by the terms and conditions of the SAFE, each of which should be read carefully by any prospective Investor before investing. Prospective Investors are urged to read the entire Memorandum and seek the advice of their own counsel, tax consultants and business advisors with respect to the legal, tax, and business aspects of investing in the Securities. Capitalized terms used herein and not otherwise defined will have the same meaning as set forth in the SAFE. If any disclosure made herein is inconsistent with any provision of the SAFE, the provision of the SAFE will control. Please refer to ***Exhibit B*** *to review the form of SAFE.*

Issuer:	Accelerate ProductX Ventures Private Limited (the "***Company***", "***The New Shop***," the "***Issuer***").
Purchaser:	An accredited investor, as that term is defined under the rules and regulations of the Securities Act of 1933, as amended (a "***Purchaser***" or "***Investor***").
Nominee:	By investing in this Offering, Investors will designate Republic Investment Services LLC (f/k/a NextSeed Services, LLC) (the "***Nominee***") to act on their behalf as agent and proxy in all respects. The Nominee is an affiliate of ODB.
Type of Security:	Simple Agreement for Future Equity (SAFE) (the "***Securities***", or the "***Crowd SAFEs***", or "***SAFEs***").
Amount of Offering:	Up to a maximum offering amount of $2,000,000.00 (the "***Maximum Offering Amount***").
Minimum Offering Amount:	We are offering the Securities on a "best efforts" basis with no prescribed minimum. There is no minimum number of Securities that must be sold for the Offering to close. Subscription proceeds will be available for use by us as soon as we accept such subscriptions and receive the funds.
Purchase Price:	$1.00 per Security (the "***Purchase Price***")
Minimum Investor Amount:	$2,000.00 subject to adjustment in the Company's sole discretion. The Company and ODB reserves the right to reject any proposed investment in part or in its entirety in their sole discretion. No assurance can be given that each Purchaser that wishes to participate in the Offering will be able to do so, or to do so at the level at which such Purchaser desires.
Maximum Investor Amount:	$500,000.00 subject to adjustment in the Company's sole discretion.
Exemption:	Rule 506(c) of Regulation D under the Securities Act of 1933, as amended (the "***Securities Act***").
Offering Deadline:	July 11, 2023
Placement Agent:	The Company has engaged OpenDeal Broker LLC dba the Capital R ("***ODB***") to provide a landing page for the Company's Offering and perform related services, including broker-dealer services. The Company has agreed to pay a fee to ODB equal to six percent (6.0%) of the dollar value of the Securities issued to Investors in this Offering. Additionally, ODB shall receive a securities commission equivalent to two percent (2.0%) of the dollar value of the Securities issued to Investors in this Offering.
Use of Proceeds:	The proceeds will be used as operating expenses of the Company. Specifically, the net proceeds will be used to fund operations through the development and launch phases of the Company. The Company may alter the use of proceeds in its sole discretion. See '*Use of Proceeds*' for more information.

Subscription Procedures :	To subscribe, prospective Investors will be required to electronically deliver to the Company a fully completed, dated, and signed copy of the SAFE instrument through the online platform found at https://republic.com (the "***Platform***") together with any (i) exhibits and (ii) documents requested by the Company and its agents, including ODB and its representatives, for the purpose of satisfying the Company's and ODB's accreditation, customer identification, and due diligence obligations prior to the Offering Deadline and send full payment of any consideration to the Company. The Company and ODB reserves the right to reject any proposed investment in part or in its entirety in their sole discretion. Once accepted by the Company, subscriptions are irrevocable.
Pre-money Valuation Cap:	$60,000,000
First Equity Financing:	In the event of a first sale or series of related sales pursuant to which the Company issues and sells capital stock, including, without limitation, Common Stock and Preferred Stock ("***Capital Stock***") from which the Company receives gross proceeds of not less than $1,000,000 (an "***Equity Financing***"), the Company will have the option to continue the term of the SAFE without conversion, or to issue a number of shares of the Capital Stock sold in such first Equity Financing equal to the amount the Purchaser paid for the Securities (the "***Purchase Amount***") divided by the First Equity Financing Price (as defined in the SAFE instrument).
Subsequent Equity Financing:	If the Company elects to continue the term of the SAFE past the First Equity Financing and another Equity Financing occurs, the Company will have the option to continue the term of the SAFE without conversion, or to issue a number of shares of the Capital Stock sold such subsequent Equity Financing equal to the Purchase Amount divided by the First Equity Financing Price (as defined in the SAFE instrument)
Liquidity Event:	If there is a change of control or an initial public offering (each, a "***Liquidity Event"***) before any Equity Financing, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (or a lesser amount as described in the SAFE instrument) or (ii) automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price (as described in the SAFE instrument). If there is a Liquidity Event after one or more Equity Financings, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (or a lesser amount as described in the SAFE instrument) or (ii) automatically receive from the Company a number of shares of the most recent issued Capital Stock equal to the Purchase Amount divided by the First Equity Financing Price (as described in the SAFE instrument).
Dissolution Event:	If there is (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors, (iii) the commencement of a case seeking relief under Title 11 of the United States Code, or (iv) any other liquidation, dissolution, or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary (each, a "***Dissolution Event***") before the SAFE instrument terminates in connection with an Equity Financing or a Liquidity Event, the Company will distribute its entire assets legally available for distribution with equal priority among the (i) Investors, (ii) all other holders of investments sharing in the assets of the Company at the same priority as holders of Common Stock upon a Dissolution Event, and (iii) all holders of Common Stock.
Amendment:	Any provision of the SAFE instrument may be amended, waived, or modified upon the written consent of either (i) the Company and the Investor or (ii) the Company and the Majority of the Investors.
Voting Rights:	The SAFEs carry no voting, management, or control rights in the Company.
Dividend Rights:	The Investor is not entitled, as a holder of the SAFE instrument, to receive dividends or be deemed the holder of Capital Stock for any purpose.
Governing Law:	All rights and obligations under the SAFE instrument are governed by the laws of the State of Delaware.

Other:	This Summary of Key Terms is intended as an outline of certain of the material terms of the SAFE and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in definitive documentation for the SAFE.

RISK FACTORS

An investment in the SAFEs issued in the financing of Accelerate Products Ventures Private limited involves a high degree of risk.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS

Forward-Looking Statements

The documents being distributed herewith contain forward-looking statements. These forward-looking statements are not historical facts but rather are based on current expectations, estimates and projections about our industry, our beliefs, and our assumptions. All statements, other than statements of historical fact, in this statement of Risk Factors including, among other things, statements regarding our competitive strengths, technologies, strategies, financial projections, budgets, projected costs, management, and plans and objectives of management are forward-looking statements. You can identify these statements by forward-looking words such as "may", "will", "anticipates," "expects," "intends," "plans," "believes," "seeks," "propose", "should", "continue", and "estimates," and variations of these words and similar words and expressions, are intended to identify forward looking statements. Although we believe that the expectations reflected in such forward-looking statements are reasonable, there can be no assurance that such expectations will prove to be correct. These statements are not guarantees of future performance and are subject to risks, uncertainties, and other factors, some of which are beyond our control, are difficult to predict, and could cause actual results to differ materially from those expressed, implied, or forecasted in the forward-looking statements. Additionally, the forward-looking events discussed therein might not occur. These risks and uncertainties include, among others, those described in these "Risk Factors". Prospective Investors are cautioned not to place undue reliance on these forward-looking statements which reflect our management's view only as of the date hereof. Except as required by law, we undertake no obligation to update any forward-looking statement, whether as a result of new information, future events, or otherwise.

We believe it is important to communicate our expectations to our Investors. Before you invest in the Company, you should be aware that the occurrence of any of the events described in the Risk Factors below or elsewhere in the offering documents, in addition to other events that we have not predicted or assessed, could have an adverse material effect on our earnings, financial condition, or business. In such case, the value, if any, of our Securities could decline and you may lose all or part of your investment.

CERTAIN RISK FACTORS

The following risk factors, in addition to the other information contained in the materials being distributed to prospective Investors in connection with the Offering of SAFEs, should be considered carefully in evaluating the Company and our business before purchasing the SAFEs offered hereby.

Additional risks and uncertainties not presently known to the Company or that it currently deems immaterial may also impair its business operations. If any of the following risks actually occur, the Company's business, prospects, financial condition or results of operations could be materially adversely affected. In such case, the Investor may lose all or part of the Investor's investment.

The SAFEs being offered hereby should be regarded as speculative, and should be purchased only by individuals or entities that could afford to lose all or part of their investment.

Risks Related to the Company's Business and Industry

Adverse changes to the regulation of food-related businesses could materially adversely affect the Company and its operations.

Where regulated, the sale of food products is subject to extensive laws and regulations. These laws, regulations and licensing requirements vary from jurisdiction to jurisdiction but typically address the responsibility, financial standing and suitability of owners, directors and operators. Many of these laws, regulations and licensing requirements are recent and are subject to change at any time and relevant regulatory authorities may change their interpretation thereof at any time. Failure to comply with relevant laws, regulations or licensing requirements may lead to penalties, sanctions or ultimately the revocation of relevant operating licenses. In addition, the compliance costs associated with these laws, regulations and licensing requirements may be significant. Any adverse changes to the regulation of food-related businesses, the interpretation of these laws, regulations and licensing requirements by relevant regulators or the revocation of operating licenses could materially adversely affect the operations, financial performance and prospects of the Company.

Uncertainties may deter third-party suppliers from dealing with the Company.

The Company and its subsidiaries will depend on third-party suppliers and service providers. The willingness of such providers to provide their products and services to us may be affected by their own assessment of the legality of their provision of services to the Company or of the health food sector. Adverse changes in law or regulation or enforcement policies in any jurisdiction may make the provision of key services to the Company or its subsidiaries unlawful or problematic in such jurisdictions. To the extent that third-party suppliers are unwilling or unable to provide services to the Company or its subsidiaries, this may have an adverse impact on the Company's business and profitability.

Adverse changes to taxation.

Adverse changes to the taxation of food-related businesses, or the imposition of, or adverse changes to, statutory levies or other duties or charges, in the jurisdictions where the Company will operate could materially adversely affect the Company's operations, financial performance and prospects.

Revenues earned from customers located in a particular jurisdiction may give rise to direct or turnover taxes in that jurisdiction. The levying of additional taxes, either on the basis of existing law or the current practice of any tax authority or by reason of a change in law or practice, may have a material adverse effect on the amount of tax payable by the Company.

Other Operational Risks

Financial projections are contained in this Memorandum, and any speculation about the financial performance of the Company is inherently uncertain, may differ from our actual results and may be based on assumptions that may be incorrect.

Throughout this Memorandum, we have made certain estimates and projections as to events that may occur in the future relating, among other things, to the launch and operation of the Business, market acceptance of the Business and related future products and services, the extent of customer participation in the Business, timing, costs and scope of our Product selling efforts for the Business, obtaining necessary regulatory licenses and overcoming regulatory hurdles, hiring a management team and other personnel, and other matters. While sometimes presented with numerical specificity, these projections and other forward-looking statements are based upon a variety of assumptions relating to our business, which, although considered reasonable by us, may not be realized. Because of the number and range of the assumptions underlying our projections and forward-looking statements, many of which are subject to significant uncertainties and contingencies that are beyond our reasonable control, some of the assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the date of this Memorandum. Therefore, our actual experience and results achieved during the period covered by any particular projections or forward-looking statements may differ substantially from those projected as a result of the differences between actual experience and the assumptions. Consequently, the inclusion of projections and other forward-looking statements should not be regarded as a representation by us or any other person that those estimates and projections will be realized, and actual results may vary materially. These forward-looking statements are based on current expectations, and we assume no obligation to update this information.

THERE CAN BE NO ASSURANCE THAT THE ASSUMPTIONS AND ESTIMATES CONTAINED IN ANY PROJECTIONS WILL ACCURATELY REFLECT THE ACTUAL PERFORMANCE OF THE COMPANY. SOME ASSUMPTIONS INEVITABLY WILL NOT MATERIALIZE AND UNANTICIPATED EVENTS AND CIRCUMSTANCES MAY OCCUR SUBSEQUENT TO THE DATE THAT THE PROJECTIONS WERE PREPARED. ACCORDINGLY, PROJECTIONS SHOULD NOT BE GIVEN UNDUE EMPHASIS IN MAKING AN INVESTMENT DECISION IN PURCHASING ANY MEMBERSHIP UNITS.

If demand for our products and services does not develop or takes longer to develop than we anticipate, our sales and profits may be lower than expected.

We anticipate that demand for our products will depend upon a variety of factors, including the following:

- the credibility of the Business and the comfort level of participants with buying in our target markets;
- our ability to convince potential customers that the Business is legitimate;
- general economic conditions and the demand for our products in our target markets;
- government regulations;
- price of our products;
- distinguishing product characteristics; and
- sales and marketing performance.

If the demand for our products and services is lower than anticipated, our sales will be lower than projected, resulting in lower than projected profitability and potentially higher costs, either of which would materially and adversely affect our working capital and results of operations.

Our expenses for the venture may be greater than expected or may increase in the future, which may impede our ability to achieve profitability.

As we grow our business, we will need to generate substantial revenues to achieve and maintain our forecasted profitability. In particular, we expect to incur additional costs and expenses related to:

- our research and development operations;
- on-going regulatory compliance;
- the potential need for additional working capital to support our business;
- maintenance, defense and expansion of the scope of our intellectual property portfolio; and
- development of strategic relationships.

A failure to generate revenues sufficient to offset increased operating expenses would have a detrimental effect on our business, financial condition and operating results.

The worsening of general economic conditions could adversely affect the Company's customer activity levels and its financial performance.

The Company will rely on its customers having sufficient funds to spend in our stores. During economic downturns, many companies experience lower customer activity levels and smaller revenues. While other factors, such as intense competition, are also factors influencing these decreases, any worsening of general economic conditions could significantly affect the Company's expected customer activity levels and could therefore materially adversely affect its operations, financial performance and prospects.

The Company's success may depend on the development and enhancement of its brand.

The success of the Company may depend on the development and enhancement of its brand. If the Company is unable to develop and enhance its brand, its ability to implement its strategic goals may be adversely affected. In addition, increased competition may require more management time and resource and greater levels of expenditure to develop and enhance the Company's brand, which may have a material adverse effect on its operations, financial performance and prospects.

The Company's success will depend on the effectiveness of its marketing.

Customer acquisition and retention, and therefore the Company's business, financial condition and results of operations, may depend significantly upon the effectiveness of marketing activities. Ineffective and/or inefficient marketing activity undertaken by the Company, including, in particular, any wasted costs and/or missed opportunities associated therewith, may also have a material adverse effect on the Company's operations, financial performance and prospects.

The Company will be exposed to the risk of competition.

If the Company is unable to compete effectively, it may lose customers and may not be able to attract new customers. The retail industry is increasingly competitive and the Company may be unable to predict, or adequately plan for, the strategies of its competitors. The Company may be unable to respond quickly or adequately to the changes in the industry brought on by new products and technologies, the availability of products and marketing channels, the introduction of new features and functionality or new marketing and promotional efforts by the Company's competitors and new technology.

The Company will depend on a number of third parties for the operation of its business.

The Company will have key contractual relationships with a number of third parties, including suppliers, technology providers, insurers, partners, banks and other related companies. The failure of one or more of these third parties may have a material adverse impact on the financial and operational performance of the Company. Similarly, the failure of one or more of these third parties to fulfill its obligations to the Company for any other reason may also cause significant disruption and have a material adverse effect on its operations, financial performance and prospects.

The Company may face difficulties in protecting its intellectual property.

The Company expects the brand, know-how, trademarks, domain names and other intellectual property of the Company to be a competitive advantage and key to the Company's prospects. The Company's failure or inability to protect its intellectual property rights, including its rights in know-how or trade secrets, could have a material adverse effect on the Company's operations, financial performance and prospects.

We may need to commence litigation to enforce our intellectual property rights.

Enforcement of claims that a third party is using our proprietary rights without permission is expensive, time consuming and uncertain. Litigation would result in substantial costs, even if the eventual outcome were favorable to us and would divert management's attention from our business objectives. In addition, an adverse outcome in litigation could result in a substantial loss of our proprietary rights and we may lose our ability to exclude others from launching products similar to ours.

Any failure by the Company to recruit the proper senior management team and staff could have adverse consequences

on the Company.

The Company's future success depends in a large part on securing key members of its senior management team and attracting, retaining and motivating highly skilled managerial, engineering, sales and marketing personnel employees. In particular, the Company's Chief Executive Officer, Chief Technical Officer, Chief Operating Officer, Chief Marketing Officer and a number of other key staff will be critical to the overall management of the Company, as well as the development of its operations, technology, culture and strategic direction. The inability of the Company to recruit the proper senior management or key personnel could seriously harm its business.

Risks Related to the Offering

State and federal securities laws are complex, and the Company could potentially be found to have not complied with all relevant state and federal securities law in prior offerings of securities.

The Company has conducted previous offerings of securities and may not have complied with all relevant state and federal securities laws. If a court or regulatory body with the required jurisdiction ever concluded that the Company may have violated state or federal securities laws, any such violation could result in the Company being required to offer rescission rights to investors in such offering. If such investors exercised their rescission rights, the Company would have to pay to such investors an amount of funds equal to the purchase price paid by such investors plus interest from the date of any such purchase. No assurances can be given the Company will, if it is required to offer such investors a rescission right, have sufficient funds to pay the prior investors the amounts required or that proceeds from this Offering would not be used to pay such amounts.

In addition, if the Company violated federal or state securities laws in connection with a prior offering and/or sale of its securities, federal or state regulators could bring an enforcement, regulatory and/or other legal action against the Company which, among other things, could result in the Company having to pay substantial fines and be prohibited from selling securities in the future.

Neither the Offering nor the Securities have been registered under federal or state securities laws.

No governmental agency has reviewed or passed upon this Offering or the Securities. Neither the Offering nor the Securities have been registered under federal or state securities laws. Investors will not receive any of the benefits available in registered offerings, which may include access to quarterly and annual financial statements that have been audited by an independent accounting firm. Investors must therefore assess the adequacy of disclosure and the fairness of the terms of this Offering based on the information provided in this Memorandum and its accompanying exhibits.

The Company's management will have broad discretion in how the Company uses the net proceeds of the Offering.

The Company's management will have considerable discretion over the use of proceeds from the Offering. You may not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used appropriately.

The Company has the right to limit individual Investor commitment amounts.

The Company may prevent any Investor from committing more than a certain amount in this Offering based on the Company's determination of the aggregate amount of commitments by, or the aggregate number of Investors. This means that your desired investment amount may be limited or lowered based solely on the Company's determination.

Because the Offering is not subject to the sale of a minimum offering amount, subscription proceeds will be available for use by us as soon as we receive funds and accept such subscriptions.

The Company is offering the Securities on a "best efforts" basis with no prescribed minimum. There is no minimum aggregate sale of Securities required for the Company to begin accepting and closing sales of Securities. A minimum offering amount is typically defined and intended to be a protection for investors and gives investors confidence that other investors, along with them, are sufficiently interested in the offering, the issuer, and its prospects to make an investment. By conducting this Offering on a "best effort" basis, this protection is essentially eliminated.

Risks Related to the Securities

The Securities will not be freely tradable under the Securities Act and each Investor should consult with their attorney.

You should be aware of the long-term nature of this investment in the Company. There is neither currently nor ever likely to be a public market for the Securities. Seeing as the Securities have not been registered under the Securities Act or other applicable securities laws and are being sold in reliance upon an exemption from registration afforded under the Securities Act, there are restrictions on their transferability or resale by an Investor. It is not currently being considered that registration under the Securities Act or other securities laws will be affected. 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 will not have voting rights, even upon conversion of the Securities and will grant a third-party nominee broad power and authority to act on their behalf.

By investing in this Offering to purchase a SAFE, Investors will designate Republic Investment Services LLC (f/k/a NextSeed Services, LLC) (the "***Nominee***") to act on their behalf as agent and proxy in all respects. The Nominee will be entitled to, among other things, to exercise any voting rights (if any) conferred upon the holder of a SAFE or any securities acquired upon their conversion; to execute on behalf of an Investor all transaction documents related to the transaction or other corporate event causing the conversion of the SAFE; and as part of the conversion process the Nominee has the authority to open an account in the name of a qualified custodian, of the Nominee's sole discretion, to take custody of any securities acquired upon conversion of the SAFE. Thus, by participating in the Offering, Investors will grant broad discretion to a third party (the Nominee and its agents) to take various actions on the Investor's behalf; thereby, Investors will essentially not be able to vote upon matters related to the governance and affairs of the Company nor take or effect actions that might otherwise be available to other securities holders. Investors should not participate in the Offering unless he, she, or it is willing to waive or assign certain rights that might otherwise be afforded to other security holders and grant broad authority to the Nominee to take certain actions on behalf of the Investor, including changing title to the Security.

Investors will not become equity holders until the Company decides to convert the Securities or until there is a change of control or sale of substantially all of the Company's assets.

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 equity financing great enough to trigger a conversion and the Company elects to convert the Securities. The Company is under no obligation to convert the Securities into Shadow Securities. In certain instances, such as a sale of the Company or substantially all of its assets, an initial public offering or a dissolution or bankruptcy, the Investors may only have a right to receive cash, to the extent available, rather than equity in the Company. Further, the Investor may never become an equity holder, merely a beneficial owner of an equity interest, should the Company or the Nominee decide to move the SAFE or the securities issuable thereto into a custodial relationship.

Investors will not have voting rights, even upon conversion of the Securities.

Investors will not have the right to vote upon matters of the Company even if and when their Securities are converted (the occurrence of which cannot be guaranteed). Under the terms of the Securities, a third-party designated by the Company will exercise voting control over the Securities. Upon conversion, the Securities will **continue** to be voted in line with the designee identified or pursuant to a voting agreement related to the equity securities the Security is converted into. For example, if the Securities are converted in connection with an offering of Series B Preferred Stock, Investors would directly or beneficially receive securities in the form of shares of Series B-CF Preferred Stock and such shares would be required to be subject to the terms of the Securities that allows a designee to vote their shares of Series B-CF Preferred Stock consistent with the terms of the Security. Thus, Investors will essentially never be able to vote upon any matters of the Company unless otherwise provided for by the Company.

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.

Investors will be unable to declare the Security in "default" and demand repayment.

Unlike convertible notes and some other securities, the Securities do not have any "default" provisions upon which Investors will be able to demand repayment of their investment. The Company has ultimate discretion as to whether or not to convert the Securities upon a future equity financing and Investors have no right to demand such conversion. Only in limited circumstances, such as a liquidity event, may Investors demand payment and even then, such payments will be limited to the amount of cash available to the Company.

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

The Company may never conduct an Equity Financing (as defined in the SAFE instrument) or elect to convert the Securities if such Equity Financing does occur. 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 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.

Equity securities acquired upon conversion of the Securities (should such conversion occur) may be significantly diluted as a consequence of subsequent equity financings.

The Company's equity securities 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.

In addition, the Company has certain equity grants and convertible securities outstanding. Should the Company enter into a financing that would trigger any conversion rights, the converting securities would further dilute the equity securities receivable by the holders of the Securities upon a qualifying financing.

Equity securities 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.

In the event the Company decides to exercise the conversion right, the Company will convert the Securities into equity securities that are 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. Additionally, any equity securities issued at the First Equity Financing Price (as defined in the SAFE instrument) shall have only such preferences, rights, and protections in proportion to the First Equity Financing Price and not in proportion to the price per share paid by new investors receiving the equity securities. 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.

The foregoing paragraph is only a summary of a portion of the conversion feature of the Securities; it is not intended to be complete, and is qualified in its entirety by reference to the full text of the SAFE instrument, which is attached as **Exhibit B**.

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.

In the event of the dissolution or bankruptcy of the Company, Investors will not be treated as debt holders and therefore are unlikely to recover any proceeds.

In the event of the dissolution or bankruptcy of the Company, the holders of the Securities that have not been converted will be entitled to distributions as described in the SAFE instrument. This means that such holders will only receive distributions once all of the creditors and more senior security holders, including any holders of preferred stock, have been paid in full. In the event of the dissolution or bankruptcy of the Company, neither holders of the Securities nor holders of the conversion securities thereof can be guaranteed any proceeds.

While the Securities provide mechanisms whereby holders of the Securities would be entitled to a return of their purchase amount upon the occurrence of certain events, if the Company does not have sufficient cash on hand, this obligation may not be fulfilled.

Upon the occurrence of certain events, as provided in the Securities, holders of the Securities may be entitled to a return of the principal amount invested. Despite the contractual provisions in the Securities, this right cannot be guaranteed if the Company does not have sufficient liquid assets on hand. Therefore, potential Investors should not assume a guaranteed return of their investment amount.

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.

IN ADDITION TO THE RISKS LISTED ABOVE, RISKS AND UNCERTAINTIES NOT PRESENTLY KNOWN, OR WHICH WE CONSIDER IMMATERIAL AS OF THE DATE OF THIS MEMORANDUM, MAY ALSO HAVE AN ADVERSE EFFECT ON OUR BUSINESS AND RESULT IN THE TOTAL LOSS OF YOUR INVESTMENT.

The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved in an investment in the Company. Prospective Investors should consult with their own legal, tax and financial advisers before deciding to invest in the Company.

THE SECURITIES OFFERED INVOLVE A HIGH DEGREE OF RISK AND MAY RESULT IN THE LOSS OF YOUR ENTIRE INVESTMENT. ANY PERSON CONSIDERING THE PURCHASE OF THESE SECURITIES SHOULD BE AWARE OF THESE AND OTHER FACTORS SET FORTH IN THIS MEMORANDUM AND SHOULD CONSULT WITH HIS OR HER LEGAL, TAX, AND FINANCIAL ADVISORS PRIOR TO MAKING AN INVESTMENT IN THE SECURITIES. THE SECURITIES SHOULD ONLY BE PURCHASED BY PERSONS WHO CAN AFFORD TO LOSE ALL OF THEIR INVESTMENT. IN ADDITION, AS THE COMPANY'S BUSINESS PLAN DEVELOPS AND CHANGES OVER TIME, AN INVESTMENT IN THE COMPANY MAY BE SUBJECT TO ADDITIONAL AND DIFFERENT RISK FACTORS.

COMPANY OVERVIEW

This Company overview should be read in conjunction with the more detailed information and financial data appearing elsewhere in this Memorandum and exhibits hereto. Some of the information contained herein is based upon or derived from information provided by third-party consultants, advisors, and other industry sources. We cannot guarantee the accuracy of such information and have not independently verified the assumptions on which projections of future trends and performance are based.

The Company

Accelerate ProductX Ventures Private Limited owns and operates The New Shop, a chain of one hundred (100) 24/7/365 convenience retail stores with omni-channel presence to serve the daily needs of customers. The New Shop was originally founded in New Delhi, India on February 28, 2019.

The Company is located at C 39, East Of Kailash, New Delhi, 110065, India.

A description of our products, services, and business plan can be found on the Company's profile page available on the Platform under https://republic.com/the-new-shop (the "***Deal Page***") and the version published as of the date of this Memorandum is attached as **Exhibit C**.

The Company's website is https://thenewshop.in

The information available on or through our website is not a part of this Memorandum. In making an investment decision with respect to our Securities, you should only consider the information contained in this Memorandum.

Description of the Business

The New Shop is India's largest omnichannel convenience retail chain with instant hyperlocal deliveries solving for quick, standardized, and 24x7 access in India. It offers franchise-as-a-service to upgrade 70 million aspiring entrepreneurs, traditional shopkeepers and small businesses (eg, local sweetshops, QSRs, dhabas, milk shops, printers and photocopiers, grocery shops, and courier shops) to help them build a successful retail business in convenience retail fueled by the modern consumer's need. The New Shop provides location selection, Information Technology, and marketing services, licensing and compliance, brand partnerships, training, financing, branding, and omnichannel support to all its franchise partners. The company sets up stores in high-density neighborhoods, mass transit hubs, and educational institutions that offer and deliver fresh food cafe services, supermarket, and grocery services, stationery, over-the-counter medicines, neighborhood services like printing, ATM, courier, and other necessities all under one roof.

The New Shop is the brainchild of Aastha Almast (Co-founder and Head of Business), Charak Almast (Co-founder and Head of Operations), and Mani Dev Gyawali (Co-founder and Head of Technology).

All the stores have a sleek and contemporary design and are equipped with state-of-the-art technology that makes shopping a seamless and enjoyable, convenient experience. So far, The New Shop has 100+ operating outlets in India, spreading across 10 metro and tier 2 & 3 cities such as Delhi & NCR, Mumbai, Hyderabad, Ludhiana, Lucknow, Ahmedabad, Meerut, Rohtak, and Agra. The company envisions creating 10,000 franchise entrepreneurs in India by 2030.

STORES

The New Shop to Open 500 Stores By Next Financial Year

BY - Indian Retailer Bureau
Sub Editor
Mar 02, 2022 / 7 MIN READ

The New Shop, a 24/7 convenience commerce platform with **retail** and **online** stores that offer food, FMCG, essential services, and hyperlocal deliveries has opened 55 new stores in the Delhi-NCR region within the past 12 months.

The brand has also launched an instant delivery app (currently in beta version) with a clear path to launch the next 500 stores within next financial year. The New Shop is geographically located today in Delhi, Indore, Lucknow, and Ahmedabad. It also has stores in fitout stages in Agra, Jaipur, Bangalore, and Mumbai.

The brand is also expanding in 2 new Airports in the next month. It has global ambitions and wants to build India's convenience retail, for the world with South Asia and Africa as near future target markets. The scale-up offers 2-3 business models which range from franchisee-operated stores as well as revenue share models.

Since its first store in 2020, The New Shop has established stores in residential areas and mass transit hubs (railway stations, airports, highways, tourist attractions, and petrol stations) that double up as online stores to provide instant hyperlocal delivery within 1.5 kilometers of all locations. TNS retails fresh food and FMCG products such as packaged food, snacks, tobacco, beverages, pet care, over-the-counter, ready-to-eat food

The NEW Shop ropes in Rajkummar Rao as brand ambassador: unveils expansion plans for 10000+ convenience stores by 2030

NEWS PROVIDED BY
The New Shop →
27 Jan, 2023, 10:00 IST

NEW DELHI, Jan. 27, 2023 /PRNewswire/ -- The NEW Shop, India's largest convenience retail company has appointed Bollywood actor Rajkummar Rao as the brand ambassador. In a series of campaigns to expand its footprints across the country, the actor will be featured in a variety of digital and print platforms such as social media, OTT, OOH, and IVR messaging to connect with prospective consumers through physical The New Shop stores and in-app services.

Continue Reading

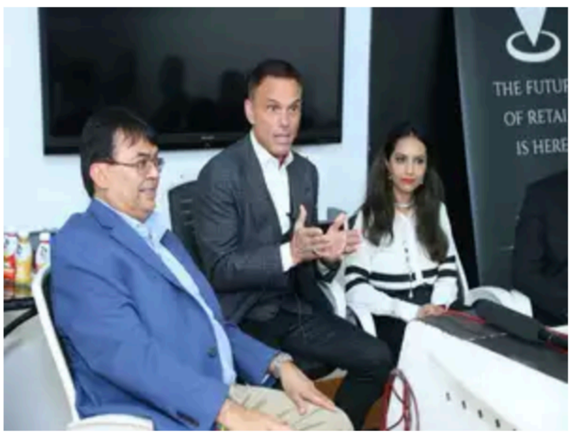
Shark Tank's Kevin Harrington chooses The New Shop to make his first-ever India investment

Inked at an undisclosed amount, the arrangement seeks to capitalise on Kevin's extensive experience in business, retail, and distribution along with his expertise in building and scaling consumer products and the art of selling.

ET Online | Updated: Apr 09, 2019, 08.36 PM IST

MORE 0 Comments A+

Others



ProductX Ventures, with its chain of offline retail stores at alternative distribution locations currently offers a variety of unique products in categories such as Lifestyle and Personal Care.

NEW DELHI: The New Shop, a chain of high-speed retail stores, by Delhi based ProductX Ventures, announced their strategic partnership with Kevin Harrington, an original "Shark" on the famous Emmy-winning TV show Shark Tank at the GoWork complex, Gurgaon today.

The partnership between ProductX Ventures Pvt. Ltd, a brainchild of three serial entrepreneurs--Aastha Almast, Mani Dev Gyawali, Charak Almast and Kevin Harrington, marks the Original Shark's first investment in India.

Products

The NEW Shop offers a wide range of quick-consumption goods, including groceries, OTC, FMCG, and fresh food and beverages. It also offers add-on services such as printing, ATMs, courier, EV charging stations, freshly prepared food, etc. With its aim to provide services in busy transit hubs, office buildings, schools, and densely populated neighborhoods; the company serves clients across all touchpoints, including physical retail, e-commerce (via its website and app), as well as through marketplaces like Zomato, Swiggy, and Dunzo, owing to its tech-enabled hybrid omnichannel strategy. Customers can use the app to order delivery to their doorstep, visit the nearest store, or even opt for in-store pickup. With a new feather added to the hat, the company's focus in 2023 is to establish a strong pan-India presence and grow 10x capturing more territorial presence in 20+ cities.

Competition

The Business will be competing for dollars from entrepreneurs looking for franchisees in the fast food, gas station, salon and fashion industry. These areas include established players like Bodega Aggregators, Subway, HP, VLCC and Biba. Capturing even a small fraction of the addressable market would yield significant revenues. Even with the myriad of options in existence there is still substantial growth to be realized.

Marketing and Promotion Plan

The strategic marketing and promotional plans will be specific to the geographic markets that we plan to operate in and will leverage traditional media as well as social media through Internet and mobile channels. The Founder is committed to finalizing a marketing and promotional plan.

We have identified several channels for marketing the Business. The key channels include:

Digital marketing strategy

Online search engines and social media platforms have historically offered substantial advertising opportunities for retail companies. The growth of the retail industry has benefited considerably by being able to advertise in these widely accessed engines and platforms. State of the art search engine and social media marketing optimization is paramount in being successful with online marketing. Our strategy is to hire the best-in-class firm specializing in digital marketing, with a proven track record in garnering results. We will also establish links and portals with other sites in order to target the existing universe of consumers. This strategy is a key component to our marketing strategy.

Viral Marketing

One key to the success of the Business rests on our ability to effectively take the promotion of the Business "viral". Viral marketing is defined as any strategy that encourages individuals to pass on a marketing message to others, creating the potential for exponential growth in the message's exposure and influence. Like viruses, such strategies take advantage of rapid multiplication to explode the message from thousands to tens of millions.

Traditional Media

Traditional media primarily includes television, radio, billboards, magazines and newspaper ads. Given the size of the target market that we intend to reach, the high cost of traditional media necessary to reach this size audience may be cost prohibitive initially. However, we anticipate using a direct TV advertising campaign that focuses on market segments where sales appear strongest, in order to further drive sales in those markets.

Trade Associations

We plan on establishing relationships with key trade associations.

Sales and Pricing Strategy

Based on data collected during the initial phases of the Business we will be able to determine elasticity of the price of the Products. We may, in the future, increase or decrease the price of the Products.

Intellectual Property

Application or Registration #	Title	Description	File Date	Registration/ Grant Date	Country
5510147	Application for Registration of a Device Trademark	Trademark contains "The New Shop" and artwork – Class 7	6/26/22	N/A	India
3303497	Application for Registration of a Word Trademark	Trademark contains "The New Shop" – Class 7	6/29/22	N/A	India
5508314	Application for Registration of a Device Trademark	Trademark contains "The New Shop" and artwork. – Class 9	6/28/22	N/A	India
5508315	Application for Registration of a Word Trademark	Trademark contains "The New Shop". – Class 9	6/28/22	N/A	India
5502571	Application for Registration of a Device Trademark	Trademark contains "The New Shop" and artwork. – Class 30	6/24/22	N/A	India
3297703	Application for Registration of a Word Trademark	Trademark contains "The New Shop" – Class 30	6/24/22	N/A	India
4490701	Certificate of Registration of Trademark	Class 35	N/A	4/23/20	India
4490702	Certificate of Registration of Trademark	Class 35	N/A	4/25/20	India
5502578	Application for Registration of a Device Trademark	Trademark contains "The New Shop anything anytime anywhere 24hrs convenience stores" and artwork – Class 35	6/24/22	N/A	India
5177154	Application for Registration of a Device Trademark	Trademark contains "The New Shop anything anytime anywhere 24hrs convenience stores" and artwork – Class 35	10/18/21	N/A	India
5502578	Application for Registration of a Device Trademark	Trademark contains "The New Shop" and artwork. – Class 39	6/24/22	N/A	India
5502579	Application for Registration of a Word Trademark	Trademark contains "The New Shop" – Class 39	6/24/22	N/A	India

5502572	Application for Registration of a Device Trademark	Trademark contains “The New Shop” and artwork. – Class 42	6/24/22	N/A	India
5502574	Application for Registration of a Word Trademark	Trademark contains “The New Shop” – Class 42	6/24/22	N/A	India

Domain Names

The Company owns the https://www.thenewshop.in domain name.

Governmental/Regulatory Approval and Compliance

The Company is subject to and affected by the laws and regulations of India and local governmental authorities. These laws and regulations are subject to change.

Litigation

The Company is not subject to any current litigation or threatened litigation.

DIRECTORS, OFFICERS, MANAGERS, AND KEY PERSONS

The directors, officers, managers and key persons of the Company are listed below along with all positions and offices held at the Company and their principal occupation and employment responsibilities for the past three (3) years.

Name	**Positions and Offices Held at the Company**	**Principal Occupation and Employment Responsibilities for the Last Three (3) Years**	**Education**
Aastha Almast	Co-Founder and Director	2019 - Present Looks after the Branding & marketing, HR, Legal, Training & development, Real estate partnerships and administration, etc.	Executive MBA-Applied Finance, IIM Calcutta PGDM, Pearl Academy of Fashion
Charak Almast	Co-Founder and Director	2019 – Present Looks after the operations & supply chain, Finance, Licensing, Expansion, etc.	BS - Computer Science University of Louisiana
Mani Dev Gyawali	Co-Founder and Director	2019 – Present Looks after the technology, E-commerce, Customer service and retention, etc.	BS - Computer Science University of Louisiana
Anubhav Madan	Head – Training & Development	Jan 2022- Present Responsible for People Development and Learning	Hotel Management, Institute of Hotel Management, Catering Technology
Vivek Kant	Head - Real Estate Expansion	Oct 2021- Present Responsible for Projects and New Store Openings	MBA- Retail Management, National School of Business Management
Abhinav Garg	General Manager – Food & Beverages	Oct 2021- Present Responsible for developing business for food and beverage operations, new product development and supply chain for FnB Products, D2C Brands Partnerships.	Hotel Management-IGNOU, Diploma in Advance Management-ITC Hotels
Bharti Shandilya	General Manager – Franchise Expansion	Oct 2021- Present Responsible for Franchise Development and Partnerships	MBA- Sales & Marketing, Allahabad Agriculture Institute

Sachin Rana	General Manager - Operations	Dec 2020- Present Responsible for store operations	MBA- Marketing & HR, Kurukshetra University
Monu Kumar	Head of Human Resources	Aug 2022- Present Responsible for overall human resource management and HR Policies development and implementation	MBA- HR, Guru Jambeshwar University

Indemnification

Indemnification is authorized by the Company to directors, officers, or controlling persons acting in their professional capacity pursuant to Delaware law. Indemnification includes expenses such as attorney's fees and, in certain circumstances, judgments, fines, and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits, or proceedings involving such person, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

Employees

The Company is actively recruiting an executive leadership team who will have the requisite experience to successfully launch and run the Business and achieve the aggressive financial results we expect. We expect to have key management personnel in place soon after the closing of the Offering. The Founder is committed to working with the new leadership team during the transition. The Chief Executive Officer (CEO), the Chief Technical Officer (CTO), the Chief Operating Officer (CSO), and the Chief Marketing Officer (CMO) are the initial positions that we may seek to fill. Administrative support staff will also be hired. A memorandum will be sent to purchasers of the Membership Units identifying the management team once it has been put in place.

As the Company grows, the Company expects to add individuals to the team who can fill the following roles over the next 12-18 months:

- Finance and Accounting;
- Sales and marketing managers;
- Media and public relations;
- Technology Development;
- Supply Chain Management
- Food and Beverage Operations.

The timing of these hires would depend on the success of the initial Business and the commercialization pathway of the Business. To operate most efficiently, we plan to outsource as many key functions as possible, for as long as this strategy serves the objectives of the business. Our outsource/consultant-focused approach allows us to gain access to some of the leading experts in many critical Business and business areas on an as-needed basis, without incurring the expenses of full-time employees.

CAPITALIZATION, DEBT, AND OWNERSHIP

Capitalization

The Company's authorized capital stock consists of 100,000 shares of common stock, par value $0.12 per share (the "***Common Stock***") and 6,650 shares of FF preferred stock, par value $0.12 per share (the "***FF Preferred Stock***"). SAFE Notes will be issued at the termination of this Offering and the conversion will be determined by the valuation of the next round of funding.

Outstanding Capital Stock

As of the date of this Memorandum, the Company's outstanding capital stock consists of:

Type	Common Stock
Amount Outstanding	$3584.15*
Par Value Per Share	$0.12
Voting Rights	1 vote per share
Anti-Dilution Rights	None
How this security may limit, dilute or qualify the Security issued pursuant to this Offering	The Company may issue additional shares of Common Stock at a later date. The issuance of such additional shares of Common Stock would be dilutive, and could adversely affect the value of the Securities issued pursuant to this Offering.
Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).	79.3%

*A portion of these awards remain subject to vesting requirements.

Type	FF Preferred Stock
Amount Outstanding	$810.24*
Par Value Per Share	$0.12
Voting Rights	Each holder of FF Preferred Stock shall be entitled to the number of votes equal to the number of shares of the Common Stock into which such shares of FF Preferred Stock could be converted.
Anti-Dilution Rights	None
Other Rights	(a) Right to receive dividends on a pro rata basis with the Common Stock when and as declared (non-cumulative); (b) Liquidation rights on a pro rata basis with the Common Stock; (c) Automatic conversion into Common Stock upon a firm commitment public offering or written consent of the holders of a majority of the FF Preferred Stock.
How this security may limit, dilute or qualify the Security issued pursuant to this Offering	The Company may issue additional shares of FF Preferred Stock at a later date. The issuance of such additional shares of FF Preferred Stock would be dilutive, and could adversely affect the value of the Securities issued pursuant to this Offering.
Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).	16.4%

*Converts into 66 shares of Common Stock

Outstanding Options, Safes, Convertible Notes, Warrants

As of the date of this Memorandum, the Company has the following additional securities outstanding:

Type of security	Convertible Notes
Amount Outstanding	$1,743,902.4
Voting Rights	None
Anti-Dilution Rights	None
Material Terms	Valuation: $40MM
Interest Rate	0.01%

How this security may limit, dilute or qualify the Security issued pursuant to this Offering	The Company may issue additional Convertible Notes at a later date. The issuance of such additional Convertible Notes would be dilutive, and could adversely affect the value of the Securities issued pursuant to this Offering.
Ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).	These are already converted and included in the Common stock ownership percentage

THE OFFERING AND THE SECURITIES

The Offering

The Company is offering up to a maximum amount of $2,000,000 (the "***Maximum Offering Amount***") of SAFE (Simple Agreement for Future Equity) (the "***Crowd SAFEs***", "***SAFES***", or "***Securities***") on a best-efforts basis as described in this Memorandum (this **"Offering**"). The Offering will end on July 11, 2023 (the "***Offering Deadline***") *provided* the Company may extend the Offering Deadline one or more times at its sole discretion.

The Company is offering the Securities with no prescribed minimum. There is no minimum aggregate sale of Securities required for the Company to begin accepting and closing sales of Securities. Subscription proceeds will be available for use by the Company as soon as the Company receives the funds and accepts such subscriptions.

The price of the Securities was determined arbitrarily, does not necessarily bear any relationship to the Company's asset value, net worth, revenues, or other established criteria of value, and should not be considered indicative of the actual value of the Securities. The minimum amount that an Investor may invest in the Offering is $2,000 (the "***Minimum Investor Amount***") and the maximum amount that an Investor may invest in the Offering is $500,000 each of which is subject to adjustment in the Company's sole discretion.

The Securities

We request that you please review this Memorandum and the SAFE instrument attached as **Exhibit B**, in conjunction with the following summary information.

Not Currently Equity Interests

The Securities are not currently equity interests in the Company and merely provide a right to receive equity at some point in the future upon the occurrence of certain events.

Dividends and/or Distributions

The Securities do not entitle Investors to any dividends.

Nominee

The nominee of the Securities shall be Republic Investment Services LLC (the "Nominee"). The Nominee will act on behalf of the Investors as their agent and proxy in all respects. The Nominee will be entitled, among other things, to exercise any voting rights (if any) conferred upon the holder of Securities or any securities acquired upon their conversion, to execute on behalf of an investor all transaction documents related to the transaction or other corporate event causing the conversion of the Securities, and as part of the conversion process the Nominee has the authority to open an account in the name of a qualified custodian, of the Nominee's sole discretion, to take custody of any securities acquired upon conversion of the Securities. The Nominee will take direction from a pre-disclosed party selected by the Company and designated below on any matter in which affects the Investors' economic rights. The Nominee is not a fiduciary to the Investors and the Investors agree to indemnify the Nominee per the terms of the Security.

Conversion

Upon the next sale (or series of related sales) by the Company of its Capital Stock to one or more third parties resulting in gross proceeds to the Company of not less than $1,000.000 cash and cash equivalent (each an "**Equity Financing**"), the Securities are convertible into shares of the securities issued in said Equity Financing, at the option of the Company.

Conversion Upon the First Equity Financing

If the Company elects to convert the Securities upon the first Equity Financing following the issuance of the Securities, the Investor will receive the number of securities equal to the greater of the quotient obtained by dividing the amount the Investor paid for the Securities (the "***Purchase Amount***") by (a) or (b) immediately below (the "***Conversion Price***"):

(a) if the pre-money valuation of the Company immediately prior to the First Equity Financing is greater than the Valuation Cap the quotient of $60,000,000 divided by the aggregate number of issued and outstanding shares of Capital Stock, assuming full conversion or exercise of all convertible and exercisable securities then outstanding, including shares of convertible Preferred Stock and all outstanding vested or unvested options or warrants to purchase Capital Stock, but excluding (i) shares of Capital Stock reserved for future issuance under any equity incentive or similar plan, (ii) convertible promissory notes, (iii) any Simple Agreements for Future Equity, including the Securities (collectively, "***Safes***"), and (iv) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or Safes;

OR

(b) if the pre-money valuation of the Company immediately prior to the First Equity Financing is less than <u>or</u> equal to the Valuation Cap, the lowest price per share of the securities sold in such Equity Financing.

Such Conversion Price shall be deemed the "***First Equity Financing Price***".

<u>*Conversion After the First Equity Financing*</u>

If the Company elects to convert the Securities upon an Equity Financing other than the first Equity Financing following the issuance of the Securities, at the Company's discretion, the Investor will receive the number of converted securities equal to the quotient obtained by dividing (a) the Purchase Amount by (b) the First Equity Financing Price.

<u>*Conversion Upon a Liquidity Event Prior to an Equity Financing*</u>

In the case of the Company undergoing an IPO (as defined below) of its Capital Stock or a Change of Control (as defined below) of the Company (either of these events, a "***Liquidity Event***") prior to any Equity Financing, the Investor will receive, at the option of the Investor and within thirty (30) days of receiving notice (whether actual or constructive), either (i) a cash payment equal to the Purchase Amount subject to the following paragraph (the "***Cash Out Option***") or (ii) a number of shares of Common Stock of the Company equal to the Purchase Amount divided by the quotient of (a) $60,000,000 divided by (b) the number, as of immediately prior to the Liquidity Event, of shares of the Company's Capital Stock outstanding (on an as-converted basis), assuming the exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (w) shares of Capital Stock reserved for future issuance under any equity incentive or similar plan; (x) any Safes; (y) convertible promissory notes; and (z) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or Safes.

In connection with the Cash Out Option, the Purchase Amount (or a lesser amount as described below) will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investors and the holders of other Safes (collectively, the "***Cash-Out Investors***") in full, then all of the Company's available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Purchase Amounts.

"***Change of Control***" as used above, means (i) a transaction or series of related transactions in which any person or group becomes the beneficial owner of more than fifty percent (50%) of the outstanding voting securities entitled to elect the Company's board of directors; (ii) any reorganization, merger, or consolidation of the Company, in which the outstanding voting security holders of the Company fail to retain at least a majority of such voting securities following such transaction; or (iii) a sale, lease, or other disposition of all or substantially all of the assets of the Company.

"***IPO***" means: (A) the completion of an underwritten initial public offering of Capital Stock by the Company pursuant to: (I) a final prospectus for which a receipt is issued by a securities commission of the United States or of a province of Canada, or (II) a registration statement which has been filed with the United States Securities and Exchange Commission and is declared effective to enable the sale of Capital Stock by the Company to the public, which in each case results in such equity securities being listed and posted for trading or quoted on a recognized exchange; or (B) the Company's initial listing of its Capital Stock (other than shares of Capital Stock not eligible for resale under Rule 144 under the Securities Act) on a national securities exchange by means of an effective registration statement on Form S-1 filed by the Company with the SEC that registers shares of existing capital stock of the Company for resale, as approved by the Company's board of directors, where such listing shall not be deemed to be an underwritten offering and shall not involve any underwriting services; or (C) the completion of a reverse merger or take-over whereby an entity (I) whose securities are listed and posted for trading or quoted on a recognized exchange, or (II) is a reporting issuer in the United States or the equivalent in any foreign jurisdiction, acquires all of the issued and outstanding Capital Stock of the Company.

Conversion Upon a Liquidity Event Following an Equity Financing

In the case of a Liquidity Event following any Equity Financing, the Investor will receive, at the option of the Investor and within thirty (30) days of receiving notice (whether actual or constructive), either (i) the Cash Out Option or (ii) a number of shares of the most recently issued Capital Stock equal to the Purchase Amount divided by the First Equity Financing Price. Shares of capital stock granted in connection therewith shall have the same liquidation rights and preferences as the shares of capital stock issued in connection with the Company's most recent Equity Financing.

If there are not enough funds to pay the Investors and the other Cash-Out Investors in full, then all of the Company's available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Purchase Amounts.

If the Company's board of directors (or other applicable governing body if the Company is a limited liability company) determines in good faith that delivery of equity securities to the Investor pursuant to Liquidity Event paragraphs above would violate applicable law, rule or regulation, then the Company shall deliver to Investor in lieu thereof, a cash payment equal to the fair market value of such capital stock, as determined in good faith by the Company's board of directors (or other applicable governing body if the Company is a limited liability company).

Dissolution

If there is a Dissolution Event (as defined below) before the Securities terminate, subject to the preferences applicable to any series of preferred stock then outstanding, the Company will distribute all proceeds legally available for distribution with equal priority among the (i) holders of the Securities (on an as converted basis based on a valuation of Common Stock as determined in good faith by the Company's board of directors at the time of the Dissolution Event), (ii) all other holders of instruments sharing in the distribution of proceeds of the Company at the same priority as holders of Common Stock upon a Dissolution Event and (iii) all holders of Common Stock.

A "***Dissolution Event***" means (i) a voluntary termination of operations by the Company, (ii) a general assignment for the benefit of the Company's creditors, or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

Termination

The Securities terminate upon (without relieving the Company of any obligations arising from a prior breach of or non-compliance with the Securities) upon the earlier to occur of: (i) the issuance of shares in the conversion securities to the Investor pursuant to the conversion provisions of the SAFE instrument or (ii) the payment, or setting aside for payment, of amounts due to the Investor pursuant to a Liquidity Event or a Dissolution Event.

TRANSACTIONS WITH RELATED PERSONS AND CONFLICTS OF INTEREST

Voting and Control

Neither the Securities nor the securities issuable upon the conversion of the Securities have voting rights. In addition, to facilitate the Offering to SAFE Investors being able to act together and cast a vote as a group, to the extent any securities acquired upon conversion of the Securities confer the holder with voting rights (whether provided by the Company's governing documents or by law), the Nominee (as defined above) will act on behalf of the holders as agent and proxy in all respects. The Nominee will vote at the direction of Charak Almast, Director of the Company as of the date hereof and in the event that such Director is no longer in such position, then the largest voting holder of the Company's Capital Stock (the "Nominee Designee").

The Company does not have any voting agreements in place.

The Company does not have any shareholder or equity holder agreements in place.

Anti-Dilution Rights

The Securities do not have anti-dilution rights, which means that future equity issuances and other events will dilute the ownership percentage that the Investor may eventually have in the Company.

Restrictions on Transfer

Due to the fact that the SAFEs have not been registered under the Securities Act or other applicable securities laws and are being sold in reliance upon an exemption from registration afforded under the Securities Act, there are restrictions on their transferability or resale by an Investor. Any transfer, sale, or other disposition of the SAFEs requires the prior written consent of the Company and any transfer must comply with the Securities Act, including any available exemptions from registration under the Securities Act. While Rule 144 under the Securities Act provides an exemption from registration under the Securities Act in connection with the resale of limited amounts of the SAFEs in certain circumstances, the exemption under Rule 144 may not be available to Investors because the Company does not now, and does not intend in the future, to make available the public information required by Rule 144. Additionally, a trading market for the SAFEs may not develop sufficiently to satisfy the "broker's transactions" requirement of Rule 144. In the absence of the availability of Rule 144, any disposition of the SAFEs will require registration or compliance with an exemption from the Securities Act and applicable state securities laws. The Company is not obligated to register for sale under either federal or state securities laws the SAFEs purchased pursuant hereto, and the issuance of the SAFEs is being undertaken pursuant to Rule 506 of Regulation D under the Securities Act. Each prospective Investor should proceed on the assumption that they alone must bear the economic risks of the investment for an indefinite period.

Additionally, the Investor may not transfer the Securities or any Capital Stock into which they are convertible to any of the Company's competitors or adverse parties, as determined by the Company in good faith.

Furthermore, upon the event of an IPO, the Capital Stock into which the Securities are converted will be subject to a lock-up period and may not be lent, offered, pledged, or sold for up to 180 days following such IPO.

Other Material Terms

- The Company does not have the right to repurchase the Securities.
- The Securities do not have a stated return or liquidation preference.
- The Company cannot determine if it currently has enough Capital Stock authorized to issue upon the conversion of the Securities, because the amount of Capital Stock to be issued is based on the occurrence of future events.

From time to time the Company may engage in transactions with related persons. Related persons are defined as any director or officer of the Company; any person who is the beneficial owner of twenty percent (20%) or more of the Company's outstanding voting equity securities, calculated on the basis of voting power; any promoter of the Company; any immediate family member of any of the foregoing persons or an entity controlled by any such person or persons.

The Company has conducted the following transactions with related persons:

Name	Relationship	Nature of Transactions
New Shop Cstore Network Private Limited	100% Subsidiary	Advances given for Working Capital
Blends Fruits Snacks Private Limited	Subsidiary	Purchase of Goods
Mr. Sushrut Almast	Father of Charak and Aastha Almast	Payment of Rentals for the registered office

FINANCIAL DATA

Please see the financial information attached hereto as ***Exhibit A****, in addition to the following information.*

Previous Offerings of Securities

We have made the following issuances of securities within the last three years:

Security Type	Amount of Securities Issued/Notes	Use of Proceeds	Issue Date	Exemption from Registration Used or Public Offering
Equity Shares	$182,629.80	Running the business operations	August 2019 and November 2019	Foreign Transaction, Private Offering, Offerings of a Limited Size
Compulsorily Convertible Cumulative Preference Shares	$489,194.20	Running the business operations and opening new stores	November 2020	Foreign Transaction, Private Offering, Offerings of a Limited Size
Convertible Note – Equity Shares	$1,105,548,8	Running the business operations and opening new stores	September 2021	Foreign Transaction, Private Offering, Offerings of a Limited Size
Convertible Note – Equity Shares	$1,743,902.4	Running the business operations and opening new stores	July 2022	Foreign Transaction, Private Offering, Offerings of a Limited Size

See the section titled '*Capitalization and Ownership*' for more information regarding the securities issued in our previous offerings of securities.

USE OF PROCEEDS

The gross proceeds to the Company from the sale of the SAFEs offered hereby are estimated to be $2,000,000. If less than $2,000,000 of SAFEs are actually sold in this Offering, the proceeds will be correspondingly diminished. The net proceeds from this Offering will be used for the purposes which the Company's management deems to be in the Company's interests in order to address changed circumstances or opportunities. As a result of the foregoing, the Company's success will be substantially dependent upon the Company's management's discretion and judgment with respect to application and allocation of the net proceeds of this Offering. The Company may choose to use the proceeds in a manner with which you do not agree with and you will have no recourse.

We are offering the Securities on a "best efforts" basis with no prescribed minimum. There is no minimum aggregate sale of Securities required for the Company to begin accepting and closing sales of Securities. Subscription proceeds will be available for use by us as soon as we receive the funds and accept such subscriptions.

The following table illustrates how we intend to use the proceeds received from this Offering. The values below are not inclusive of payments to financial and legal service providers fees, all of which were incurred in the preparation of this Offering and are due in advance of the Offering.

Use of Proceeds	% of Proceeds if Maximum Offering Amount Raised	Amount if Maximum Offering Amount Raised
ODB Cash Commission*	6%	$120,000
Development of Technology	30%	$600,000
Optimization of Supply Chain	20%	$400,000
Marketing	30%	$600,000
Development of Private Label Products	14%	$280,000
Total	**100%**	**$2,000,000**

* The ODB Cash Commission does not take into account other offering fees and expenses to be paid to ODB, including non-accountable expenses which shall be limited to one-half percent (0.5%) of the Offering's proceeds, as well as applicable ancillary, financial consulting, and advisory fees which will not exceed $30,000.

The Company has discretion to alter the use of proceeds set forth above to adhere to the Company's business plan and liquidity requirements. For example, economic conditions may alter the Company's general marketing or general working capital requirements.

The net proceeds of the Offering are intended to be used for the operating expenses of the Business. We believe that the net proceeds will be sufficient to fund operations through the development and launch phases of the Business. Specifically, the money will be used for professional expenses (accounting, legal, marketing, consultants, etc.), office and staff expenses (including salaries), and to fund the Company's initial orders.

ANTI-MONEY LAUNDERING

The USA PATRIOT Act	What is money laundering?	How big is the problem and why is it important?
The USA PATRIOT Act is designed to detect, deter and punish terrorists in the United States and abroad. The Act imposes anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all United States brokerage firms have been required to have comprehensive anti-money laundering programs in effect.	Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering and terrorism.	The use of the United States financial system by criminals to facilitate terrorism or other crimes could taint our financial markets. According to the United States State Department estimate puts the amount of worldwide money laundering activity at $1 trillion a year.

Patriot Act; Anti-Money Laundering; OFAC.
Each Purchaser should check the Office of Foreign Assets Control ("***OFAC***") website at http://www.treas.gov/ofac before making the following representations. Each Purchase shall be required to make the following representations and warranties in the applicable purchase agreement:

a) The Purchaser represents that (i) no part of the funds used by the Purchaser to acquire the Securities or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Company by the Purchaser and no distribution to the Purchaser shall cause the Company to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Purchaser acknowledges and agrees that, notwithstanding anything to the contrary contained in this Memorandum or any other agreement, to the extent required by any anti-money laundering law or regulation, the Company may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Securities, and the Purchaser shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith. U.S. federal regulations and executive orders administered by 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 OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at http://www.treas.gov/ofac. In addition, the programs administered by OFAC (the "***OFAC Programs***") prohibit dealing with individuals[1] or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

[1] These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

b) To the best of the Purchaser's knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a country, territory, individual or entity 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 amounts from a prospective subscriber if such prospective subscriber cannot make the representation set forth in this paragraph. The Purchaser agrees to promptly notify the Company should the Purchaser become aware of any change in the information set forth in these representations. The Purchaser understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Purchaser, either by prohibiting additional subscriptions from the Purchaser, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Purchaser's identity to OFAC. The Purchaser further acknowledges that the Company may, by written notice to the Purchaser, suspend the redemption rights, if any, of the Purchaser if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any broker or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

c) To the best of the Purchaser's knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a senior foreign political figure[2], or any immediate family[3] member or close associate[4] (4) of a senior foreign political figure, as such terms are defined in the footnotes below.

d) If the Purchaser is affiliated with a non-U.S. banking institution (a "***Foreign Bank***"), or if the Purchaser receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Purchaser represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than 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 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.

e) The Purchaser acknowledges that, to the extent applicable, the Company will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "***FATCA Provisions***"). In furtherance of these efforts, the Purchaser agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the FATCA Provisions. The Purchaser acknowledges and agrees that, notwithstanding anything to the contrary contained in this Memorandum, any side letter or any other agreement, the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the Purchaser and such other reasonably necessary or advisable action by the Company with respect to the Securities (including, without limitation, required withdrawal), and the Purchaser shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith.

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[2] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[3] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[4] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

PLAN OF DISTRIBUTION

"Best efforts" offering

We are offering the Securities on a "best efforts" basis with no prescribed minimum. There is no minimum aggregate sale of Securities required for the Company to begin accepting and closing sales of Securities; subscription proceeds will be available for use by the Company as soon as the Company accepts such subscriptions and receives funds.

Sale and placement of the SAFEs

The Company has engaged OpenDeal Broker LLC dba the Capital R ("***ODB***") to provide a landing page for the Company's Offering and perform related services, including broker-dealer services. The Offering will be conducted via https://republic.com (the "***Platform***") which is operated for the benefit of ODB. The Company has agreed to pay a fee to ODB equal to six percent (6.0%) of the dollar value of the Securities issued to Investors in this Offering. Additionally, ODB shall receive a securities commission equivalent to two percent (2%) of the dollar value of the Securities issued to Investors in this Offering.

The foregoing cash commission does not take into account other offering fees and expenses to be paid to ODB, including non-accountable expenses which shall be limited to one-half percent (0.5%) of the Offering's proceeds, as well as applicable ancillary, financial consulting, and advisory fees which will not exceed $30,000.

Due to ODB's cash commission and any applicable offering fees and expenses, the net proceeds to the Company from this Offering will be reduced.

Purchaser Qualifications

Only persons of adequate financial means who have no need for present liquidity with respect to this investment should consider purchasing the Securities offered hereby because: (i) an investment in the Securities involves a number of significant risks (see '*Risk Factors*'); and (ii) the Securities are not transferable. This Offering is being made as a private offering that is 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. Please see '*Suitability of Investment*' for more information regarding Purchaser eligibility and qualifications.

You must also represent in writing that you are purchasing the Securities for your own account and not for the account of others and not with a view to reselling or distributing Securities.

Sale Procedures

In order to purchase the Securities, each Investor will be required to electronically deliver to the Company, through the Platform a fully completed, dated, and signed copy of the SAFE instrument together with any (i) exhibits and (ii) documents requested by the Company and its agents, including ODB and its representatives, for the purpose of satisfying the Company and ODB's accreditation, customer identification and due diligence obligations prior to the Offering Deadline, according to the Company' procedures as outlined on the Platform.

Investors will not be provided wire instructions until completion of ODB's know your customer (KYC), anti-money laundering (AML), and Reg BI policies, as well as verification of accredited investor status, after which Investors may send full payment of any consideration to the Company.

The Company and ODB reserve the right to reject any proposed investment in part or in its entirety in their sole discretion, in which case, the applicable prospective Investor's funds will be returned without interest or deductions. Investment commitments are not binding on the Company until they are accepted by the Company. Once accepted by the Company, subscriptions are irrevocable.

We will hold an initial closing on any number of SAFEs at any time during the Offering after we have received notification of approval when we and ODB determine, and thereafter may hold one or more additional closings until we determine to cease having any additional closings during the Offering. We will close on proceeds based upon the order in which they are received. We will consider various factors in determining the timing of any additional closings following the initial closing, including the amount of proceeds received at the initial closing and any prior additional closings.

OPENDEAL HAS NOT INVESTIGATED (NOR HAVE ANY OF ITS AFFILIATES INVESTIGATED) THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. OPENDEAL AND ITS AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. OPENDEAL BROKER'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

If an Investor makes an investment commitment under a name that is not their legal name, they may be unable to redeem their Security indefinitely, and neither ODB nor the Company are required to correct any errors or omissions made by the Investor.

SUITABILITY OF INVESTMENT

Each Purchaser will be required to represent that such Purchaser's overall commitment to investments which are not readily marketable is not disproportionate to such Purchaser's net worth, and that such Purchaser's investment in the Company will not cause such overall commitment to become excessive; that such Purchaser can sustain a complete loss of such Purchaser's investment in the Securities and has limited need for liquidity in such Purchaser's investment in the Securities; and that such Purchaser has evaluated the risks of investing in the Securities.

The Company and/or ODB may reject a Purchaser for any reason in its sole and absolute discretion. If a Purchaser is rejected, any payment remitted by the Purchaser will be returned without interest. Only persons of adequate financial means who have no need for present liquidity with respect to this investment should consider purchasing the Securities offered hereby because: (i) an investment in the Securities involves a number of significant risks (See '*Risk Factors*'); and (ii) no market for the Securities or the purchase rights contained therein, and none is likely to develop in the reasonably foreseeable future. This Offering is intended to be a private offering that is exempt from registration under the Securities Act and applicable state securities laws.

We may also request any documentation or other information regarding an Investor and its beneficial owners, if applicable, in connection with the disqualification provisions under Rule 506(d) of Regulation D under the Act, which may prohibit us from relying on the Rule 506 offering exemption if an Investor or one or more of an Investor's significant equity holders has had a disqualifying event as described in Rule 506(d).

THE BELOW SUITABILITY STANDARDS REPRESENT MINIMUM REQUIREMENTS, AND NEITHER THE SATISFACTION OF SUCH STANDARDS BY A PROSPECTIVE PURCHASER NOR THE ACCEPTANCE BY THE COMPANY OF A PROSPECTIVE PURCHASER'S SUBSCRIPTION NECESSARILY MEANS THAT THE SECURITIES ARE A SUITABLE INVESTMENT FOR THE PURCHASER. THE FINAL DETERMINATION AS TO THE SUITABILITY OF AN INVESTMENT IN THE COMPANY CAN BE MADE ONLY BY A PROSPECTIVE PURCHASER AND HIS OR HER ADVISORS, IF ANY.

We are offering the Securities only to persons who are "accredited investors" as defined in Rule 501(a) of Regulation D of the Securities and Exchange Act of 1933, as amended. As so defined, "accredited investors" include any person who meets any one of the following categories:

- Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer.
- Any individual whose net worth, or joint net worth with that person's spouse or spousal equivalent, at the time of purchase exceeds $1 million. In calculating a person's net worth (the amount of assets in excess of liabilities):
    - the value of the person's primary residence is not included as an asset;
    - the amount of debt secured by the primary residence, up to its estimated fair market value, is not included as a liability, unless the person incurred debt within 60 days before buying securities in the unregistered offering for the purpose of buying those securities and not for buying the residence. In that situation, the amount of debt borrowed during that 60-day period must be included as a liability;
    - any debt secured by the primary residence in excess of the estimated fair market value of the home is included as a liability; and

    - these additions and subtractions to the definition of net worth do not apply to a person exercising a right to buy securities if the person held that right to buy those securities, as well as other securities of the same issuer, on July 20, 2010, and met the net worth test in effect at the time the person acquired the right.

- Any individual who had an income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

- Any bank; any savings and loan association, whether acting in its individual or fiduciary capacity; any registered broker or dealer; any registered investment adviser; any investment adviser relying on registration exemptions under Section 203(l) or (m) under the Investment Company Act of 1940; any insurance company; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the US Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act; 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, with total assets in excess of $5 million; or any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 where investment decisions are made by a plan fiduciary that is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

- Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

- Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5 million.

- Any trust, with total assets in excess of $5 million, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act.

- Any entity in which all of the equity owners are accredited investors.

- Any entity of a type not listed above, owning investments in excess of $5 million, that is not formed for the specific purpose of acquiring the securities offered.

- Any individual holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status. On the date of this Memorandum, the SEC designated the following certifications, when held in good standing, as qualifying natural persons for accredited investor status:

    - Licensed General Securities Representative (Series 7);
    - Licensed Investment Adviser Representative (Series 65); or
    - Licensed Private Securities Offerings Representative (Series 82).

- Any individual who is a "knowledgeable employee," as defined in Rule 3c-5(a)(4) under the Investment Company Act, of the issuer of the securities being offered where the issuer is a private fund (excluded from the definition of investment company in Section 3(c)(1) or 3(c)(7)).

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

  - with assets under management in excess of $5 million;
  - that is not formed for the specific purpose of acquiring the securities being offered; and
  - whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that the family office is capable of evaluating the merits and risks of the prospective investment.

- Any "family client," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, of a family office meeting the requirements above and whose prospective investment in the issuer of the securities being offered is directed by the family office pursuant to the third sub-bullet 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.

You will be required to represent to the Company in writing that you are an accredited investor under Regulation D, as described above, and will also be required to provide certain documentation in support of such representation. In addition to the foregoing requirement, you must also represent in writing that you are acquiring the Securities for your own account and not for the account of others and not with a view to resell or distribute such securities. You hereby agree to deliver to the Company and ODB, through the Platform such other information as to certain matters under the Act and as the Company may reasonably request in order to ensure compliance with such Act and the availability of any exemption thereunder. In addition, you may be required to provide written confirmation from a registered broker-dealer, an SEC-registered investment adviser, a licensed attorney, or a certified public accountant that such person or entity has taken reasonable steps to verify that you are accredited. In lieu of or in addition to such a letter, we may also verify than you are accredited, including but not limited to by requesting one or more of the following from you: (i) Internal Revenue Service forms that report the your income for the last two years (including Form W-2, Form 1099, Schedule K-1 to Form 1065, and Form 1040) and a written representation from the Investor that he or she has a reasonable expectation of reaching the income level necessary to qualify as an accredited investor during the current year; and/or (ii) documentation disclosing your assets and liability which is dated within three months prior to the date of this Memorandum, including but not limited to bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, appraisal reports issued by independent third parties, and a credit report from at least one of the nationwide consumer reporting agencies, as well as a written representation that all liabilities necessary to make a determination of net worth have been disclosed.

Set forth below is a discussion, in summary form, of certain United States federal income tax consequences relating to an investment in a Securities and the acquisition, ownership and disposition of the Securities. This summary does not attempt to present all aspects of the United States federal income tax laws or any state, local or foreign laws that may affect an investment in the Securities. In particular, foreign investors, financial institutions, insurance companies, tax-exempt entities, investors subject to the alternative minimum tax and other investors of special status must consult with their own professional tax advisors regarding a prospective investment. This summary is general in nature and should not be construed as tax advice to any prospective investor. No ruling has been or will be requested from the Internal Revenue Service (the "***IRS***") and no assurance can be given that the IRS will agree with the tax consequences described in this summary. The following discussion assumes that each prospective Investor will acquire Securities as a capital asset (generally, property held for investment).

This description is based on the U.S. Internal Revenue Code of 1986, as amended, (the "***Code***"), existing, proposed and temporary U.S. Treasury Regulations and judicial and administrative interpretations thereof, in each case as available on the date hereof. All of the foregoing is subject to change, which change could apply retroactively and could affect the tax consequences described below.

The following discussion is limited to prospective investors who are "United States Persons" within the meaning of the Code.

Each prospective Purchaser should consult with its own tax adviser in order to fully understand the United States federal, state, local and foreign income tax consequences of an investment in the Securities. No formal or legal tax advice is hereby given to any prospective Purchaser.

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

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY INVESTORS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON SUCH INVESTORS UNDER THE CODE; (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF INVESTMENTS IN THE COMPANY; AND (C) PROSPECTIVE INVESTORS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

THE TAX TREATMENT OF THE SECURITIES, THE PURCHASE RIGHTS CONTAINED THEREIN AND THE SECURITY DISTRIBUTION IS UNCERTAIN AND THERE MAY BE ADVERSE TAX CONSEQUENCES FOR INVESTORS UPON CERTAIN FUTURE EVENTS. AN INVESTMENT PURSUANT TO THE SECURITIES PURSUANT THERETO MAY RESULT IN ADVERSE TAX CONSEQUENCES TO INVESTORS, INCLUDING WITHHOLDING TAXES, INCOME TAXES AND TAX REPORTING REQUIREMENTS. EACH PURCAHSER SHOULD CONSULT WITH AND MUST RELY UPON THE ADVICE OF ITS OWN PROFESSIONAL TAX ADVISORS WITH RESPECT TO THE UNITED STATES AND NON-TAX TREATMENT OF AN INVESTMENT IN THE SECURITIES AND THE RIGHTS CONTAINED THEREIN.

In this Offering, each prospective Purchaser accepts the responsibility for conducting its own due diligence investigation and consulting with its own professional advisors in connection with their investment. Prospective Purchasers and their advisors are invited to ask us questions concerning the Company, the SAFE instrument, the terms of this Offering and such other matters as the prospective Purchasers and their advisors deem pertinent in connection with this investment. We will use reasonable efforts to respond fully to such questions and to supply all information (other than confidential information) available to us that the prospective Purchasers or their advisors request.

The Company's officers may participate in the filming or recording of a various media and in the course of the filming, may present certain business information to the investor panel appearing on the show (the "***Presentation***"). The Company will not pass upon the merits of, certify, approve, or otherwise authorize the statements made in the Presentation. The Presentation commentary being made should not be viewed as superior or a substitute for the disclosures made in this Memorandum. Accordingly, the statements made in the Presentation, unless reiterated in the Offering materials provided herein, should not be applied to the Company's business and operations as of the date of this Offering. Moreover, the Presentation may involve several statements constituting puffery, that is, exaggerations not to be taken literally or otherwise as indication of factual data or historical or future performance.

EXHIBIT A

Financial Statements

Figures In USD $	Audited	Audited	Audited	Audited	Provisional	Projected	Projected	Projected	Projected	Projected	Projected
Particulars	**FY19**	**FY20**	**FY21**	**FY22**	**7MFY23**	**5MFY23**	**FY24**	**FY25**	**FY26**	**FY2Y**	**FY28**
Equities & liabilities											
Share Capital	370	3,628	4,449	4,449	4,782	4,844	6,637	6,637	9,723	9,723	9,723
Reserves and Surplus	79,758	134,113	398,516	(573,304)	(393,498)	(326,335)	27,255,623	31,807,599	176,553,623	223,177,406	321,173,826
		-	-	-	-						
Non-Current Liabilities											
Deferred Tax Liability	143	572	9,545	12,141	12,141	13,355	14,691	16,160	17,776	19,553	21,509
Long Term Borrowing (Convertible notes)	-	-	-	1,627,893	1,475,316	2,201,242	-	-	-	-	-
Current Liabilities											
Trade Payable	1,415	5,680	50,486	695,775	516,183	509,540	1,030,835	1,914,030	3,124,670	4,587,022	7,227,880
Other Current Liabilities	656	1,088	20,240	311,162	216,254	248,292	684,443	742,137	689,790	582,949	527,701
Short Term Borrowing	-	-	58,526	223,256	201,053	1,234,568	-	-	-	-	-
Short-Term Provisions	185	309	309	1,204	1,204	1,444	1,733	2,080	2,496	2,995	3,594
Total	**82,528**	**145,390**	**542,070**	**2,302,576**	**2,033,435**	**3,886,950**	**28,993,963**	**34,488,643**	**180,398,079**	**228,379,649**	**328,964,234**
Assets											
Non-Current Assets											
(a) Property, Plant and Equipments											
-Tangible Assets	5,748	41,770	80,627	200,169	200,574	404,277	2,320,327	4,209,216	6,209,216	8,437,611	14,610,450
-Intangible Assets	-	5,966	5,966	6,377	6,377	7,014	7,716	8,487	9,336	10,270	11,296
-Capital Work in process	-	31,506	-	-	-	-	-	-	-	-	-
Investments in private label companies	-	815	815	630	630	24,691	246,914	493,827	987,654	1,975,309	3,950,617
Current Assets											
Inventory	2,848	17,371	63,162	661,515	723,190	636,924	1,288,544	2,392,537	3,905,838	5,733,778	9,034,850
Trade Receivables	-	81	2,071	64,637	54,363	43,151	248,206	549,570	1,133,046	1,920,239	4,434,814
Cash and Cash Equivalents	65,130	22,095	289,250	877,940	485,256	2,141,934	23,321,330	23,744,521	162,756,463	201,558,531	281,383,154
Security deposit	-	-	-	175,527	175,527	202,688	442,194	664,416	886,638	1,121,206	1,738,490
Other Current Assets	8,801	25,786	100,179	315,781	387,518	426,270	1,118,732	2,426,068	4,509,888	7,622,706	13,800,563
Total	**82,528**	**145,390**	**542,070**	**2,302,576**	**2,033,435**	**3,886,950**	**28,993,963**	**34,488,643**	**180,398,079**	**228,379,649**	**328,964,234**
	-	-	-	-	-	-	-	-	-	-	-
Amount	-	-	-	-	-	508,642	26,892,600	-	123,456,790	-	-
Equity Share	-	-	-	-	-	62	1,793	-	3,086	-	-
Equity preimum	-	-	-	-	-	508,580	26,890,807	-	123,453,704	-	-
						42,839	466,427	474,890	3,255,129	4,031,171	5,627,663

Figures In USD $		Audited	Audited	Audited	Provisional	Projected	Projected	Projected	Projected	Projected	Projected
Particulars	Units	**FY20**	**FY21**	**FY22**	**7MFY23**	**5MFY23**	**FY24**	**FY25**	**FY26**	**FY2Y**	**FY28**
Total Revenue		117,752	165,319	2,764,199	3,534,703	4,058,372	22,374,644	48,521,369	90,197,763	152,454,122	276,011,252
Revenue - Company Operated											
Total Revenue		117,752	165,319	2,764,199	3,534,703	3,792,891	19,701,842	38,578,268	65,361,517	99,661,993	157,602,382
Store Expenses - Company Operated											
COGS		38,211	126,559	2,335,010	2,674,349	2,547,698	12,370,025	22,968,356	37,496,040	55,044,264	86,734,564
Employee Cost		6,716	12,045	263,004	371,209	456,790	2,078,970	4,740,734	8,416,499	11,695,213	19,602,479
Rent/Commission		10,817	12,115	216,609	357,372	401,273	1,847,115	3,385,644	5,397,505	7,419,810	11,285,565
Electricity Expenses		503	3,109	197,806	245,095	297,531	1,249,741	2,186,856	3,150,902	4,194,489	6,059,320
Ecommerce Expenses		0	1,503	4,835	0	45,037	268,905	585,954	1,139,040	2,159,493	3,318,605
Delivery Costs		0	0	0	0	-13,511	-76,830	-159,443	-295,184	-532,986	-780,064
Pilferage		250	1,129	14,250	18,382	38,215	185,550	344,525	562,441	825,664	1,301,018
Other Expenses		8,105	3,807	113,888	129,801	127,898	606,750	1,157,629	1,872,230	2,666,701	4,212,574
Total Expenses		64,603	160,267	3,145,401	3,796,207	3,900,931	18,530,227	35,210,255	57,739,474	83,472,649	131,734,060
Net Store Revenue		53,149	5,051	-381,202	-261,505	-108,040	1,171,615	3,368,013	7,622,043	16,189,344	25,868,322
Revenue - Franchisee Operated											
Commission revenue		0	0	0	0	34,849	1,051,839	3,688,264	9,555,581	20,960,501	46,615,062
One Time Revenue		0	0	0	0	215,753	1,241,032	2,747,851	5,665,229	9,601,196	22,174,068
Revenue from Supply Of Owned Brands/Private Labels		0	0	0	0	14,880	379,932	1,559,751	4,555,866	11,132,734	24,890,420
Revenue from Supply of Manpower		0	0	0	0	0	0	27,287	65,678	163,903	415,851
Revenue from Franchisee credits/loans		0	0	0	0	0	0	1,919,947	4,993,891	10,933,794	24,313,469
Total Revenue		0	0	0	0	265,481	2,672,803	9,943,100	24,836,246	52,792,129	118,408,870
Expenses - Franchise Operated											
Account Manager Salaries		0	0	0	0	5,556	107,000	356,191	868,873	1,810,840	3,844,031
Audits		0	0	0	0	6,481	114,889	325,356	774,938	1,574,721	3,240,541
Other Expenses		0	0	0	0	1,204	22,189	68,155	164,381	338,556	708,457
One Time Tranvel Expenses		0	0	0	0	10,802	79,784	225,941	538,151	1,093,556	2,250,376
Consuntant Expenses		0	0	0	0	4,198	24,691	57,099	130,556	205,556	474,074
Sales Incentives		0	0	0	0	4,198	24,691	45,679	87,037	137,037	316,049
Finance Costs		0	0	0	0	0	0	1,535,958	3,995,113	8,747,035	19,450,775
Manpower Costs		0	0	0	0	0	0	24,558	59,110	147,513	374,266
Total Expenses		0	0	0	0	32,438	373,244	2,638,936	6,618,159	14,054,814	30,658,570
Warehouse Expenses											
No Of Warehouses		1	1	1	1	1	4	6	7	9	14
Rental		4,134	1,790	12,671	7,897	6,173	38,889	81,667	111,475	144,060	217,441
Electricity		1,239	3,397	3,740	1,929	1,543	9,491	19,456	25,925	32,706	48,190
Manpower		18,008	11,785	60,019	39,168	27,778	178,333	381,633	530,852	699,091	1,075,290
Other Costs		751	1,423	7,622	13,915	37,269	238,049	506,894	701,665	919,650	1,407,966
Total Expenses		**24,132**	**18,395**	**84,052**	**62,909**	**72,762**	**464,762**	**989,650**	**1,369,917**	**1,795,506**	**2,748,886**
Corporate Expnses											
Corporate Employee Salary		20,348	57,688	209,334	271,250	177,160	1,613,822	3,298,873	5,115,526	7,473,106	11,625,283
Below Managers	Nos					30	160	200	240	280	320
Avg Salary	In INR	0	0	0	0	247	247	264	283	302	324
Total Salary	In INR	4,348	23,183	146,602	260,447	37,037	281,481	570,667	746,305	943,737	1,165,152
Increment	%						7%	7%	7%	7%	7%
Managers & Above	Nos					5	32	40	48	56	64
Avg Salary	In INR	0	0	0	0	494	494	528	565	605	647
Total Salary	In INR	0	0	0	0	12,346	109,630	226,607	296,747	375,595	464,028
Increment	%						7%	7%	7%	7%	7%
Training Staff	Nos					10	59.4	92	159	241	562
Avg Salary	In INR	0	0	0	0	309	309	330	353	378	405
Total Salary	In INR	0	0	0	0	15,432	128,519	299,996	532,166	907,439	1,949,202
Increment	%						7%	7%	7%	7%	7%
Trainee Staff	Nos					44	388	360	360	380	1000
Avg Salary	In INR	0	0	0	0	185	198	212	227	243	260
Total Salary	In INR	0	0	0	0	13,580	307,526	305,307	326,678	368,965	1,038,927
Increment	%					7%	7%	7%	7%	7%	7%
Technology Team	Nos					6	30	40	60	80	100
Avg Salary	In INR	0	0	0	0	1,235	1,358	1,494	1,643	1,808	1,988
Total Salary	In INR	0	0	0	0	37,037	342,222	896,296	1,380,296	2,169,037	3,101,723
Increment	%					10%	10%	10%	10%	10%	10%
CXOs and Directors	Nos					4	8	10	12	14	16
Avg Salary	In INR	0	0	0	0	3,086	6,173	9,259	13,889	17,361	21,701
Total Salary	In INR	16,000	34,505	62,733	10,802	61,728	444,444	1,000,000	1,833,333	2,708,333	3,906,250
Increment	%						100%	50%	50%	25%	25%
Corporate Rent	In INR	0	5,926	30,000	28,086	29,938	442,296	473,836	563,826	682,670	1,224,002
Avg Rental Per Employee	In INR	0	0	0	0	56	51	46	41	37	33
No Of Employees	Nos					106	725	863	1,141	1,535	3,058
Corporate Electricity	In INR	0	0	8,665	5,589	6,481	95,755	102,583	122,065	147,794	264,990
Electricity Per Employee	In INR	0	0	0	0	12	11	10	9	8	7
Corporate Advertisement & Business Promotion	In INR	7,749	9,063	82,151	65,397	202,919	671,239	1,455,641	2,705,933	4,573,624	8,280,338
Percent of revenue	%	7%	5%	3%	2%	5%	3%	3%	3%	3%	3%
Corporate Conveyance	In INR	6,487	7,421	15,575	72,421	3,272	33,856	71,166	98,790	145,109	273,966
Avg Conveyance Per Employee	In INR	0	0	0	0	6	7	7	8	9	10
Increment	%						10%	10%	10%	10%	10%
Corporate Technology Expenses		0	1,263	12,170	42,949	8,212	77,204	207,790	489,094	1,004,983	2,182,729
Email Licenses	In INR	0	0	0	0	500	6,133	6,444	6,400	7,644	8,889
Server Costs	In INR	0	0	0	0	6,965	64,052	182,456	438,231	905,977	1,975,410
Other Costs	In INR	0	0	0	0	747	7,019	18,890	44,463	91,362	198,430
Corporate Travel expenses		9,868	1,072	14,545	11,827	9,259	84,741	116,519	153,804	197,382	248,138
Avg Travel Per Director/CXO	In INR	0	0	0	0	309	340	373	411	452	497
Avg Travel Per Manager & Above	In INR	0	0	0	0	123	136	149	164	181	199
Increment						10%	10%	10%	10%	10%	10%
Corporate General Expenses		8,424	153,891	86,071	35,727	10,146	55,937	121,303	225,494	381,135	690,028
In %	%	7.2%	93.1%	3.1%	1.0%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
Total Corporate Expenses	In INR	52,877	236,324	458,511	533,246	447,388	3,074,848	5,847,711	9,474,534	14,605,803	24,789,473
Corporate EBITDA	In INR	-23,859	-249,668	-923,765	-857,660	-369,046	434,575	4,403,856	18,454,461	42,996,447	92,768,864
Depreciation	In INR	8,596	2,808	40,531	3,378	40,428	232,033	420,922	620,922	843,761	1,461,045
Finance Cost	In INR	0	2,651	16,644	51,917	58,043	14,403	0	0	0	0
Other Income	In INR	503	2,719	11,717	1,257	26,100	503,012	569,041	3,458,782	4,471,098	6,688,601
Profit Before Tax		-31,953	-252,408	-969,223	-911,697	-441,417	691,151	4,551,976	21,292,321	46,623,783	97,996,420
Tax Expense		768	9,075	2,596	0	0	0	0	0	0	0
Pref Dividend		0	0	0	0	0	0	0	0	0	0
PAT		-32,720	-261,483	-971,820	-911,697	-441,417	691,151	4,551,976	21,292,321	46,623,783	97,996,420

		Audited	Audited	Audited	Provisional	Projected	Projected	Projected	Projected	Projected	Projected
	Units	**FY20**	**FY21**	**FY22**	**7MFY23**	**5MFY23**	**FY24**	**FY25**	**FY26**	**FY27**	**FY28**
Commission revenue	%	0%	0%	0%	0%	13%	39%	37%	38%	40%	39%
One Time Revenue	%	0%	0%	0%	0%	81%	46%	28%	23%	18%	19%
Revenue from Supply Of Owned Brands/Private Labels	%	0%	0%	0%	0%	6%	14%	16%	18%	21%	21%
Revenue from Supply of Manpower	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Revenue from Franchisee credits/loans	%	0%	0%	0%	0%	0%	0%	19%	20%	21%	21%
Account Manager Salaries	%	0%	0%	0%	0%	2%	4%	4%	3%	3%	3%
Audits	%	0%	0%	0%	0%	2%	4%	3%	3%	3%	3%
Other Expenses	%	0%	0%	0%	0%	0%	1%	1%	1%	1%	1%
One Time Tranvel Expenses	%	0%	0%	0%	0%	4%	3%	2%	2%	2%	2%
Consuntant Expenses	%	0%	0%	0%	0%	2%	1%	1%	1%	0%	0%
Sales Incentives	%										
Finance Costs	%	0%	0%	0%	0%	0%	0%	15%	16%	17%	16%
Manpower Costs	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total Expenses	%	0%	0%	0%	0%	12%	14%	27%	27%	27%	26%
Rental	%	4%	1%	0%	0%	0%	0%	0%	0%	0%	0%
Electricity	%	1%	2%	0%	0%	0%	0%	0%	0%	0%	0%
Manpower	%	15%	7%	2%	1%	1%	1%	1%	1%	0%	0%
Other Costs	%	1%	1%	0%	0%	1%	1%	1%	1%	1%	1%
Total Expenses	**%**	20%	11%	3%	2%	2%	2%	2%	2%	1%	1%
Corporate Employee Salary	%	1%	1%	5%	7%	4%	7%	7%	6%	5%	4%
Below Managers – Total Salary	%	0%	1%	4%	6%	1%	1%	1%	1%	1%	0%
Managers & Above – Total Salary	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Training Staff – Total Salary	%	0%	0%	0%	0%	0%	1%	1%	1%	1%	1%
Trainee Staff – Total Salary	%	0%	0%	0%	0%	0%	1%	1%	0%	0%	0%
Technology Team – Total Salary	%	0%	0%	0%	0%	1%	2%	2%	2%	1%	1%
CXOs and Directors – Total Salary	%	0%	1%	2%	0%	2%	2%	2%	2%	2%	1%
Corporate Rent	%	0%	0%	1%	1%	1%	2%	1%	1%	0%	0%
Corporate Electricity	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Corporate Advertisement & Business Promotion	%	0%	0%	2%	2%	5%	3%	3%	3%	3%	3%
Corporate Conveyance	%	0%	0%	0%	2%	0%	0%	0%	0%	0%	0%
Corporate Technology Expenses	%	0%	0%	0%	1%	0%	0%	0%	1%	1%	1%
Email Licenses	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Server Costs	%	0%	0%	0%	0%	0%	0%	0%	0%	1%	1%
Other Costs	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Corporate Travel expenses	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Corporate General Expenses	%	0%	4%	2%	1%	0%	0%	0%	0%	0%	0%
Total Corporate Expenses	%	1%	1%	11%	2%	11%	14%	12%	11%	10%	9%
Corporate EBITDA	%	-1%	-6%	-23%	-21%	-9%	2%	9%	20%	28%	34%
Other Income	- %										

Figures In USD $		Audited	Audited	Audited	Provisional	Projected	Projected	Projected	Projected	Projected	Projected
Particulars	Units	**FY20**	**FY21**	**FY22**	**7MFY23**	**5MFY23**	**FY24**	**FY25**	**FY26**	**FY2Y**	**FY28**
PAT	IN INR	(32,720)	(261,483)	(971,820)	(911,697)	(441,417)	691,151	4,551,976	21,292,321	46,623,783	97,996,420
Add: Dep	IN INR	8,596	2,808	40,531	3,378	40,428	232,033	420,922	620,922	843,761	1,461,045
Add: Finance cost	IN INR	-	2,651	16,644	51,917	58,043	14,403	-	-	-	-
Add: Tax expense	IN INR	768	9,075	2,596	-	-	-	-	-	-	-
Deduct: Interest received	IN INR	(503)	(2,719)	(11,717)	(1,257)	(26,100)	(503,012)	(569,041)	(3,458,782)	(4,471,098)	(6,688,601)
Δ Working Capital											
Inventory	IN INR	(14,523)	(45,791)	(598,353)	(61,675)	86,266	(651,620)	(1,103,993)	(1,513,300)	(1,827,940)	(3,301,073)
Debtors	IN INR	(81)	(1,989)	(62,566)	10,274	11,213	(205,056)	(301,364)	(583,476)	(787,193)	(2,514,574)
Other Current Assets	IN INR	(16,984)	(74,394)	(215,602)	(71,737)	(38,752)	(692,462)	(1,307,336)	(2,083,820)	(3,112,818)	(6,177,857)
Security deposit	IN INR	-	-	(175,527)	-	(27,160)	(239,506)	(222,222)	(222,222)	(234,568)	(617,284)
Sundry Creditors	IN INR	4,265	44,807	645,289	(179,592)	(6,644)	521,296	883,194	1,210,640	1,462,352	2,640,858
Other Liabilities	IN INR	555	19,152	291,817	(94,908)	32,279	436,440	58,041	(51,931)	(106,342)	(54,649)
Cash Generated from Operations	IN INR	-50,628	-307,883	-1,038,707	-1,255,298	-311,845	-396,333	2,410,176	15,210,352	38,389,937	82,744,286
Tax paid	IN INR	(339)	(102)	0	-	1,214	1,336	1,469	1,616	1,778	1,955
Cash Flow from Operations	IN INR	**-50,967**	**-307,985**	**-1,038,707**	**-1,255,298**	**-310,631**	**-394,998**	**2,411,645**	**15,211,968**	**38,391,715**	**82,746,242**
Addition in FA	IN INR	(82,089)	(10,160)	(160,484)	(3,782)	(244,769)	(2,148,783)	(2,310,582)	(2,621,770)	(3,073,090)	(7,634,911)
Additions in investments	IN INR	(815)	-	185	-	(24,062)	(222,222)	(246,914)	(493,827)	(987,654)	(1,975,309)
Interest Received	IN INR	503	2,719	11,717	1,257	26,100	503,012	569,041	3,458,782	4,471,098	6,688,601
Cash Flow from Investments	IN INR	**-82,401**	**-7,440**	**-148,582**	**-2,525**	**-242,731**	**-1,867,994**	**-1,988,455**	**343,184**	**410,354**	**-2,921,619**
Net Proceeds from Borrowings (Convertible Note	IN INR	-	-	1,627,893	(152,577)	725,926	(2,201,242)	-	-	-	-
Net Proceeds from issuance of share capital	IN INR	3,258	820	-	334	62	1,793	-	3,086	-	-
Payment of finance costs	IN INR	-	(2,651)	(16,644)	(51,917)	(58,043)	(14,403)	-	-	-	-
Short Term Borrowings	IN INR	-	58,526	164,731	(22,203)	1,033,515	(1,234,568)	-	-	-	-
Proceeding for Share Preimium		87,075	525,886	(0)	1,091,503	508,580	26,890,807	-	123,453,704	-	-
Cash flow from Financing	IN INR	**90,333**	**582,580**	**1,775,979**	**865,140**	**2,210,040**	**23,442,387**	**0**	**123,456,790**	**0**	**0**
Net Change in Cash Flow	IN INR	**-43,035**	**267,155**	**588,690**	**-392,683**	**1,656,678**	**21,179,395**	**423,191**	**139,011,942**	**38,802,068**	**79,824,623**
Opening Cash Balance	IN INR	65,130	22,095	289,250	877,940	485,256	2,141,934	23,321,330	23,744,521	162,756,463	201,558,531
Closing Cash Balance	IN INR	**22,095**	**289,250**	**877,940**	**485,256**	**2,141,934**	**23,321,330**	**23,744,521**	**162,756,463**	**201,558,531**	**281,383,154**
		(0.00)	-	-	-	-	-	-	-	-	-

Figures In USD $		Audited	Audited	Audited	Provisional	Projected	Projected	Projected	Projected	Projected	Projected		Audited	Audited	Audited	Provisional	Projected	Projected	Projected	Projected	Projected	Projected
Particulars	Units	**FY20**	**FY21**	**FY22**	**7MFY23**	**5MFY23**	**FY24**	**FY25**	**FY26**	**FY27**	**FY28**	Units	**FY20**	**FY21**	**FY22**	**7MFY23**	**5MFY23**	**FY24**	**FY25**	**FY26**	**FY27**	**FY28**
Total Stores	Nos	0	0	0	1	35	235	605	1310	2420	4980											
New Stores	Nos					34	200	370	705	1110	2560											
Total Store Breakdown																						
Residential	Nos				1	30	150	375	750	1500	3000	%				100%	86%	64%	62%	57%	62%	60%
Railways	Nos						50	100	150	200	300	%					0%	21%	17%	11%	8%	6%
Highways/Tourist Locations	Nos					1	5	20	40	80	160	%					3%	2%	3%	3%	3%	3%
Gas Stations	Nos					2	10	40	120	240	720	%					6%	4%	7%	9%	10%	14%
Bus Stations	Nos						10	40	125	200	400	%					0%	4%	7%	10%	8%	8%
Corporate/University Area	Nos					2	10	30	125	200	400	%					6%	4%	5%	10%	8%	8%
New Store Breakdown																						
Residential	Nos				1	29	120	225	375	750	1500	%					85%	60%	61%	53%	68%	59%
Railways	Nos					0	50	50	50	50	100	%					0%	25%	14%	7%	5%	4%
Highways/Tourist Locations	Nos					1	4	15	20	40	80	%					3%	2%	4%	3%	4%	3%
Gas Stations	Nos					2	8	30	80	120	480	%					6%	4%	8%	11%	11%	19%
Bus Stations	Nos					0	10	30	85	75	200	%					0%	5%	8%	12%	7%	8%
Corporate/University Area	Nos					2	8	20	95	75	200	%					6%	4%	5%	13%	7%	8%
Avg Offline Store Sales per month																						
Residential	In INR	-	-	-	-	9,877	10,864	11,951	13,146	14,460	15,906											
Railways	In INR	-	-	-	-	-	15,432	16,975	18,673	20,540	22,594											
Highways/Tourist Locations	In INR	-	-	-	-	11,111	12,222	13,444	14,789	16,268	17,895											
Gas Stations	In INR	-	-	-	-	9,877	10,864	11,951	13,146	14,460	15,906											
Bus Stations	In INR	-	-	-	-	9,877	10,864	11,951	13,146	14,460	15,906											
Corporate/University Area	In INR	-	-	-	-	12,346	13,580	14,938	16,432	18,075	19,883											
Store Revenue																						
Residential																						
Offline Sales	In INR	-	-	-	-	765,432	11,733,333	37,644,444	88,733,333	195,213,333	429,469,333	%					90%	80%	77%	74%	71%	157%
Online Sales	In INR	-	-	-	-	76,543	2,346,667	9,411,111	26,620,000	68,324,667	171,787,733	%					9%	16%	19%	22%	25%	63%
Marketing Revenue	In INR	-	-	-	-	8,420	281,600	941,111	2,307,067	5,270,760	12,025,141	%					1%	2%	2%	2%	2%	4%
Revenue From Services	In INR	-	-	-	-	-	281,600	941,111	2,307,067	5,270,760	12,025,141	%					0%	2%	2%	2%	2%	4%
Total Revenue	In INR	-	-	-	-	850,395	14,643,200	48,937,778	119,967,467	274,079,520	625,307,349											
Railways																						
Offline Sales	In INR	-	-	-	-	-	4,629,630	15,277,778	28,009,259	43,134,259	67,782,407	%						97%	97%	97%	97%	153%
Marketing Revenue	In INR	-	-	-	-	-	92,593	305,556	560,185	862,685	1,355,648	%						2%	2%	2%	2%	3%
Revenue From Services	In INR	-	-	-	-	-	46,296	152,778	280,093	431,343	677,824	%						1%	1%	1%	1%	2%
Total Revenue	In INR	-	-	-	-	-	4,768,519	15,736,111	28,849,537	44,428,287	69,815,880											
Highways/Tourist Locations																						
Offline Sales	In INR	-	-	-	-	27,778	440,000	2,016,667	5,324,000	11,712,800	25,768,160	%					99%	98%	98%	98%	98%	216%
Marketing Revenue	In INR	-	-	-	-	278	4,400	20,167	53,240	117,128	257,682	%					1%	1%	1%	1%	1%	2%
Revenue From Services	In INR	-	-	-	-	-	4,400	20,167	53,240	117,128	257,682	%					0%	1%	1%	1%	1%	2%
Total Revenue	In INR	-	-	-	-	28,056	448,800	2,057,000	5,430,480	11,947,056	26,283,523											
Gas Stations																						
Offline Sales	In INR	-	-	-	-	49,383	782,222	3,585,185	12,619,852	31,234,133	91,620,124	%					94%	89%	81%	75%	75%	220%
Online Sales	In INR	-	-	-	-	2,469	78,222	717,037	3,785,956	9,370,240	27,486,037	%					5%	9%	16%	23%	23%	66%
Marketing Revenue	In INR	-	-	-	-	519	17,209	86,044	328,116	812,087	2,382,123	%					1%	2%	2%	2%	2%	6%
Revenue From Services	In INR	-	-	-	-	-	1,909	16,062	82,281	203,647	597,363	%					0%	0%	0%	0%	0%	1%
Total Revenue	In INR	-	-	-	-	52,370	879,562	4,404,328	16,816,205	41,620,107	122,085,648											
Bus Stations																						
Offline Sales	In INR	-	-	-	-	-	651,852	3,585,185	13,014,222	28,197,481	57,262,578	%						97%	97%	97%	97%	197%
Marketing Revenue	In INR	-	-	-	-	-	13,037	71,704	260,284	563,950	1,145,252	%						2%	2%	2%	2%	4%
Revenue From Services	In INR	-	-	-	-	-	6,519	35,852	130,142	281,975	572,626	%						1%	1%	1%	1%	2%
Total Revenue	In INR	-	-	-	-	-	671,407	3,692,741	13,404,649	29,043,406	58,980,455											
Corporate/University Area																						
Offline Sales	In INR	-	-	-	-	61,728	977,778	3,585,185	15,281,852	35,246,852	71,578,222	%					83%	75%	69%	65%	65%	131%
Online Sales	In INR	-	-	-	-	12,346	293,333	1,434,074	7,640,926	17,623,426	35,789,111	%					17%	22%	28%	32%	32%	66%
Marketing Revenue	In INR	-	-	-	-	741	25,422	100,385	458,456	1,057,406	2,147,347	%					1%	2%	2%	2%	2%	4%
Revenue From Services	In INR	-	-	-	-	-	12,711	50,193	229,228	528,703	1,073,673	%					0%	1%	1%	1%	1%	2%
Total Revenue	In INR	-	-	-	-	74,815	1,309,244	5,169,837	23,610,461	54,456,386	110,588,353											
Total GMV	In INR	-	-	-	-	1,005,636	22,720,732	79,997,795	208,078,799	455,574,762	1,013,061,209											
Company Commission																						
Residential																						
Offline Sales	In INR	-	-	-	-	22,963	352,000	1,129,333	2,662,000	5,856,400	12,884,080	%										
Online Sales	In INR	-	-	-	-	2,296	70,400	282,333	798,600	2,049,740	5,153,632	%										
Marketing Revenue	In INR	-	-	-	-	4,210	140,800	470,556	1,153,533	2,635,380	6,012,571	%										
Revenue From Services	In INR	-	-	-	-	-	140,800	470,556	1,153,533	2,635,380	6,012,571	%										
Total Revenue	In INR	-	-	-	-	29,469	704,000	2,352,778	5,767,667	13,176,900	30,062,853	%										
Railways																						
Offline Sales	In INR	-	-	-	-	-	138,889	458,333	840,278	1,294,028	2,033,472	%										
Marketing Revenue	In INR	-	-	-	-	-	46,296	152,778	280,093	431,343	677,824	%										
Revenue From Services	In INR	-	-	-	-	-	23,148	76,389	140,046	215,671	338,912	%										
Total Revenue	In INR	-	-	-	-	-	208,333	687,500	1,260,417	1,941,042	3,050,208	%										
Highways/Tourist Locations																						
Offline Sales	In INR	-	-	-	-	833	13,200	60,500	159,720	351,384	773,045	%										
Marketing Revenue	In INR	-	-	-	-	139	2,200	10,083	26,620	58,564	128,841	%										
Revenue From Services	In INR	-	-	-	-	-	2,200	10,083	26,620	58,564	128,841	%										
Total Revenue	In INR	-	-	-	-	972	17,600	80,667	212,960	468,512	1,030,726	%										
Gas Stations																						
Offline Sales	In INR	-	-	-	-	1,481	23,467	107,556	378,596	937,024	2,748,604	%										
Online Sales	In INR	-	-	-	-	74	2,347	21,511	113,579	281,107	824,581	%										
Marketing Revenue	In INR	-	-	-	-	259	8,604	43,022	164,058	406,044	1,191,062	%										
Revenue From Services	In INR	-	-	-	-	-	954	8,031	41,141	101,823	298,682	%										
Total Revenue	In INR	-	-	-	-	1,815	35,372	180,120	697,373	1,725,998	5,062,928	%										

Figures In USD $		Audited	Audited	Audited	Provisional	Projected	Projected	Projected	Projected	Projected	Projected
Particulars	Units	**FY20**	**FY21**	**FY22**	**7MFY23**	**5MFY23**	**FY24**	**FY25**	**FY26**	**FY27**	**FY28**
Total Stores	Nos	0	0	0	57	68	165	255	345	440	690
New Stores	Nos	0	0	0		11	97	90	90	95	250
Total Store Breakdown											
Residential	Nos	0			52	60	100	150	200	250	350
Airports	Nos				4	3	10	15	20	25	40
Railways	Nos				0	0	5	10	15	20	40
Highways/Tourist Locations	Nos				0	0	10	20	30	40	80
Gas Stations	Nos				1	3	20	25	30	35	50
Bus Stations	Nos				0	0	5	10	15	20	30
Corporate/University Area	Nos				0	2	15	25	35	50	100
New Store Breakdown											
Residential	Nos				52	8	40	50	50	50	100
Airports	Nos				4	-1	7	5	5	5	15
Railways	Nos				0	0	5	5	5	5	20
Highways/Tourist Locations	Nos				0	0	10	10	10	10	40
Gas Stations	Nos				1	2	17	5	5	5	15
Bus Stations	Nos				0	0	5	5	5	5	10
Corporate/University Area	Nos				0	2	13	10	10	15	50
Avg Offline Store Sales per month											
Residential	In INR	-	-	-	9,259	10,185	11,204	12,324	13,556	14,912	16,403
Airports	In INR	-	-	-	13,580	14,938	16,432	18,075	19,883	21,871	24,058
Railways	In INR	-	-	-	-	-	18,519	20,370	22,407	24,648	27,113
Highways/Tourist Locations	In INR	-	-	-	-	9,877	10,864	11,951	13,146	14,460	15,906
Gas Stations	In INR	-	-	-	8,642	9,506	10,457	11,502	12,653	13,918	15,310
Bus Stations	In INR	-	-	-	-	11,111	12,222	13,444	14,789	16,268	17,895
Corporate/University Area	In INR	-	-	-	-	11,111	12,222	13,444	14,789	16,268	17,895
Store Revenue											
Residential											
Offline Sales	In INR	-	67,799	1,780,823	3,030,939	2,851,852	10,755,556	18,486,111	28,468,611	40,262,750	59,052,033
Online Sales	In INR	-	51,313	225,580	-	427,778	2,151,111	4,621,528	8,540,583	16,105,100	23,620,813
Marketing Revenue	In INR	-	-	-	-	65,593	387,200	693,229	1,110,276	1,691,036	2,480,185
Revenue From Services	In INR	-	10,720	719,057	362,534	-	129,067	231,076	370,092	563,679	826,728
Total Revenue	In INR	-	129,832	2,725,459	3,393,474	3,345,222	13,422,933	24,031,944	38,489,562	58,622,564	85,979,761
Airports											
Offline Sales	In INR	-	-	33,053	135,666	261,420	1,281,704	2,711,296	4,175,396	5,905,203	9,382,712
Marketing Revenue	In INR	-	-	-	-	7,843	38,451	81,339	125,262	177,156	281,481
Revenue From Services	In INR	-	-	-	-	-	12,817	27,113	41,754	59,052	93,827
Total Revenue	In INR	-	-	33,053	135,666	269,262	1,332,972	2,819,748	4,342,412	6,141,411	9,758,020
Railways											
Offline Sales	In INR	19,063	35,487	2,659	-	-	555,556	1,833,333	3,361,111	5,176,111	9,760,667
Marketing Revenue	In INR	-	-	-	-	-	16,667	55,000	100,833	155,283	292,820
Revenue From Services	In INR	-	-	-	-	-	167	550	1,008	1,553	2,928
Total Revenue	In INR	19,063	35,487	2,659	-	-	572,389	1,888,883	3,462,953	5,332,947	10,056,415
Highways/Tourist Locations											
Offline Sales	In INR	-	-	3,027	324	-	651,852	2,151,111	3,943,704	6,073,304	11,452,516
Marketing Revenue	In INR	-	-	-	-	-	13,037	43,022	78,874	121,466	229,050
Revenue From Services	In INR	-	-	-	-	-	6,519	21,511	39,437	60,733	114,525
Total Revenue	In INR	-	-	3,027	324	-	671,407	2,215,644	4,062,015	6,255,503	11,796,091
Gas Stations											
Offline Sales	In INR	-	-	-	5,239	95,062	1,443,037	1,725,370	4,175,396	5,428,015	7,807,991
Online Sales	In INR	-	-	-	-	14,259	288,607	431,343	1,252,619	2,171,206	3,123,196
Marketing Revenue	In INR	-	-	-	-	2,186	34,633	43,134	108,560	151,984	218,624
Revenue From Services	In INR	-	-	-	-	1,093	17,316	21,567	54,280	75,992	109,312
Total Revenue	In INR	-	-	-	5,239	112,601	1,783,594	2,221,414	5,590,856	7,827,198	11,259,123
Bus Stations											
Offline Sales	In INR	-	-	-	-	-	366,667	1,210,000	2,218,333	3,416,233	5,368,367
Marketing Revenue	In INR	-	-	-	-	-	7,333	24,200	44,367	68,325	107,367
Revenue From Services	In INR	-	-	-	-	-	3,667	12,100	22,183	34,162	53,684
Total Revenue	In INR	-	-	-	-	-	377,667	1,246,300	2,284,883	3,518,720	5,529,418
Corporate/University Area											
Offline Sales	In INR	85,043	-	-	-	55,556	1,246,667	3,226,667	5,324,000	8,296,567	16,105,100
Online Sales	In INR	-	-	-	-	8,333	249,333	806,667	1,597,200	3,318,627	6,442,040
Marketing Revenue	In INR	-	-	-	-	1,278	29,920	80,667	138,424	232,304	450,943
Revenue From Services	In INR	13,645	-	-	-	639	14,960	40,333	69,212	116,152	225,471
Total Revenue	In INR	98,689	-	-	-	65,806	1,540,880	4,154,333	7,128,836	11,963,649	23,223,554
Total Revenue	In INR	117,752	165,319	2,764,199	3,534,703	3,792,891	19,701,842	38,578,268	65,361,517	99,661,993	157,602,382
Store Expenses											
COGS											
Residential	In INR	-	106,897	2,315,807	2,609,389	2,295,741	8,712,000	15,019,965	23,130,747	33,820,710	49,603,708
Airports	In INR	-	-	15,534	63,098	130,710	608,809	1,220,083	1,774,543	2,362,081	3,753,085
Railways	In INR	10,640	19,662	1,793	-	-	277,778	916,667	1,680,556	2,588,056	4,880,333
Highways/Tourist Locations	In INR	-	-	1,876	604	-	391,111	1,183,111	1,971,852	3,036,652	5,726,258
Gas Stations	In INR	-	-	-	1,257	76,525	1,168,860	1,401,863	3,392,509	4,559,533	6,558,713
Bus Stations	In INR	-	-	-	-	-	201,667	605,000	1,220,083	1,708,117	2,684,183
Corporate/University Area	In INR	27,571	-	-	-	44,722	1,009,800	2,621,667	4,325,750	6,969,116	13,528,284
Total COGS	**In INR**	**38,211**	**126,559**	**2,335,010**	**2,674,349**	**2,547,698**	**12,370,025**	**22,968,356**	**37,496,040**	**55,044,264**	**86,734,564**

Employee Cost

		Audited	Audited	Audited	Provisional	Projected	Projected	Projected	Projected	Projected	Projected
	Units	**FY20**	**FY21**	**FY22**	**7MFY23**	**5MFY23**	**FY24**	**FY25**	**FY26**	**FY27**	**FY28**
Total Store Breakdown											
Residential	%				91%	88%	61%	59%	58%	57%	51%
Airports	%				7%	4%	6%	6%	6%	6%	6%
Railways	%				0%	0%	3%	4%	4%	5%	6%
Highways/Tourist Locations	%				0%	0%	6%	8%	9%	9%	12%
Gas Stations	%				2%	4%	12%	10%	9%	8%	7%
Bus Stations	%				0%	0%	3%	4%	4%	5%	4%
Corporate/University Area	%				0%	3%	9%	10%	10%	11%	14%
New Store Breakdown											
Residential	%										
Airports	%										
Railways	%										
Highways/Tourist Locations	%										
Gas Stations	%										
Bus Stations	%										
Corporate/University Area	%										
Store Expenses (COGS)											
Residential	%					69%	65%	63%	60%	58%	
Airports	%					49%	46%	43%	41%	38%	
Railways	%						49%	49%	49%	49%	
Highways/Tourist Locations	%						58%	53%	49%	49%	
Gas Stations	%					68%	66%	63%	61%	58%	
Bus Stations	%						53%	49%	53%	49%	
Corporate/University Area	%					68%	66%	63%	61%	58%	
Total COGS	**%**					**67%**	**63%**	**60%**	**57%**	**55%**	

In the period of 5 or 12 months, half stores open in first half and half open in next half. Hence all revenue and expense
50% of ecommerce sales happen from 3rd party platforms
For franchisee operated delivery costs - Assuming AOV of 150 for delivery, delivery boy salaries part of manpower costs, avg delivery distance of 4km and petrol expenses of INR 4 per km. also taking into account avg delivery fee of Rs 25
10% increment in sales YoY
7% increment in salaries YoY
2.5% increment in electricity costs YoY
5% increment in rentals YoY
Assuming rise of 5% YOY of AOV
We supply 20-40% of goods to Franchisee operated stores at 10% margins
We supply 5% of manpower at 10% margins
Assuming we lend to 20% of the franchisees and earn 12% interest on their revenue
account manager with 25000 avg salary to manage 5 stores
2 audits per month per store

EXHIBIT B

Form of SAFE

THE SECURITIES REPRESENTED BY THIS INSTRUMENT, AND ANY SECURITIES ISSUED UPON CONVERSION OF THIS INSTRUMENT, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY STATE SECURITIES LAWS AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR (2) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, IN WHICH CASE THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO THE COMPANY AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED IN THE MANNER CONTEMPLATED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS.

IF THE INVESTOR LIVES OUTSIDE THE UNITED STATES, IT IS THE INVESTOR'S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUBSCRIPTION OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. THE COMPANY RESERVES THE RIGHT TO DENY THE SUBSCRIPTION OF THE SECURITIES BY ANY PROSPECTIVE SUBSCRIBER.

ACCELERATE PRODUCTX VENTURES PRIVATE LIMITED

SAFE
(Simple Agreement for Future Equity)

Series 2023

THIS CERTIFIES THAT in exchange for the payment by [Investor Name] (the "**Investor**", and together with all other Series 2023 SAFE holders, "**Investors**") of $[____] (the "**Subscription Amount**") on or about [Date of SAFE], Accelerate Productx Ventures Private Limited (the "**Company**"), hereby issues to the Investor the right to certain shares of the Company's Capital Stock (defined below), subject to the terms set forth below.

The "**Valuation Cap**" is $60,000,000

See Section 2 for certain additional defined terms.

1. Events

(a) **Equity Financing**.

(i) If an Equity Financing occurs before this instrument terminates in accordance with Sections 1(b)-(d) ("**First Equity Financing**"), the Company shall promptly notify the Investor of the closing of the First Equity Financing and of the Company's discretionary decision to either (1) continue the term of this SAFE without converting the Subscription Amount to Capital Stock; or (2) issue to the Investor a number of shares of the of the Capital Stock (whether Preferred Stock or another class issued by the Company) sold in the First Equity Financing. The number of shares of such Capital Stock shall equal the quotient obtained by dividing (x) the Subscription Amount by (y) the First Equity Financing Price.

(ii) If the Company elects to continue the term of this SAFE past the First Equity Financing and another Equity Financing occurs before the termination of this SAFE in accordance with Sections 1(b)-(d) (each, a "**Subsequent Equity Financing**"), the Company shall promptly notify the Investor of the closing of the Subsequent Equity Financing and of the Company's discretionary decision to either (1) continue the term of this SAFE without converting the Investor's Subscription Amount to Capital Stock; or (2) issue to the Investor a number of shares of the Capital Stock (whether Preferred Stock or another class issued by the Company) sold in the Subsequent Equity Financing. The number of shares of such Capital Stock shall be equal to the quotient obtained by dividing (x) the Subscription Amount by (y) the First Equity Financing Price.

(b) **Liquidity Event**.

(i) If there is a Liquidity Event before the termination of this instrument and before any Equity Financing, the Investor must select, at its option, within thirty (30) days of receiving notice (whether actual or constructive), either (1) to receive a cash payment equal to the Subscription Amount (or a lesser amount as described below) or (2) to receive from the Company a number of shares of Common Stock equal to the Subscription Amount (or a lesser amount as described below) divided by the Liquidity Price.

(ii) If there is a Liquidity Event after one or more Equity Financings have occurred but before the termination of this instrument, the Investor must select, at its option, within thirty (30) days of receiving notice (whether actual or constructive), either (1) to receive a cash payment equal to the Subscription Amount (or a lesser amount as described below) or (2) to receive from the Company a number of shares of the most recent issued Capital Stock (whether Preferred Stock or another class issued by the Company) equal to the Subscription Amount divided by the First Equity Financing Price. Shares of Capital Stock granted in connection therewith shall have the same liquidation rights and preferences as the shares of Capital Stock issued in connection with the Company's most recent Equity Financing.

(iii) If there are not enough funds to pay the Investor and holders of other SAFEs (collectively, the "**Cash-Out Investors**") in full, then all of the Company's available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Subscription Amounts. In connection with this Section 1(b), the Subscription Amount (or a lesser amount as described below) will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event.

Notwithstanding Sections 1(b)(i)(2) or 1(b)(ii)(2), if the Company's board of directors determines in good faith that delivery of Capital Stock to the Investor pursuant to Section 1(b)(i)(2) or Section 1(b)(ii)(2) would violate applicable law, rule or regulation, then the Company shall deliver to Investor in lieu thereof, a cash payment equal to the fair market value of such Capital Stock, as determined in good faith by the Company's board of directors.

(c) **Dissolution Event**. If there is a Dissolution Event before this instrument terminates in accordance with Sections 1(a) or 1(b), subject to the preferences applicable to any series of Preferred Stock, the Company will distribute its entire assets legally available for distribution with equal priority among the (i) Investors (on an as converted basis based on a valuation of Common Stock as determined in good faith by the Company's board of directors at the time of Dissolution Event), (ii) all other holders of instruments sharing in the assets of the Company at the same priority as holders of Common Stock upon a Dissolution Event and (iii) and all holders of Common Stock.

(d) **Termination**. This instrument will terminate (without relieving the Company or the Investor of any obligations arising from a prior breach of or non-compliance with this instrument) upon the earlier to occur: (i) the issuance of shares of Capital Stock to the Investor pursuant to Section 1(a) or Section 1(b); or (ii) the payment, or setting aside for payment, of amounts due to the Investor pursuant to Sections 1(b) or 1(c).

2. Definitions

"**Capital Stock**" means the capital stock of the Company, including, without limitation, Common Stock and Preferred Stock.

"**Change of Control**" means (i) a transaction or series of related transactions in which any "person" or "group" (within the meaning of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company's board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

"**Common Stock**" means common stock, par value $0.12 per share, of the Company.

"**Dissolution Event**" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors, (iii) the commencement of a case (whether voluntary or involuntary) seeking relief under Title 11 of the United States Code (the "Bankruptcy Code"), or (iv) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"**Equity Financing**" shall mean the next sale (or series of related sales) by the Company of its Capital Stock to one or more third parties following the date of this instrument from which the Company receives gross proceeds of not less than $1,000,000 cash or cash equivalent (excluding the conversion of any instruments convertible into or exercisable or exchangeable for Capital Stock, such as SAFEs or convertible promissory notes) with the principal purpose of raising capital.

"**Equity Securities**" shall mean Common Stock or Preferred Stock or any securities convertible into, exchangeable for or conferring the right to purchase (with or without additional consideration) Common Stock or Preferred Stock, except in each case, (i) any security granted, issued and/or sold by the Company to any director, officer, employee, advisor or consultant of the Company in such capacity for the primary purpose of soliciting or retaining his, her or its services, (ii) any convertible promissory notes issued by the Company, and (iii) any SAFEs issued.

"**First Equity Financing Price**" shall mean (x) if the pre-money valuation of the Company immediately prior to the First Equity Financing is less than <u>or</u> equal to the Valuation Cap, the lowest price per share of the Equity Securities sold in the First Equity Financing or (y) if the pre-money valuation of the Company immediately prior to the First Equity Financing is greater than the Valuation Cap, the SAFE Price.

"**Fully Diluted Capitalization**" shall mean the aggregate number, as of immediately prior to the First Equity Financing, of issued and outstanding shares of Capital Stock, assuming full conversion or exercise of all convertible and exercisable securities then outstanding, including shares of convertible Preferred Stock and all outstanding vested or unvested options or warrants to purchase Capital Stock, but excluding (i) the issuance of all shares of Capital Stock reserved and available for future issuance under any of the Company's existing equity incentive plans, (ii) convertible promissory notes issued by the Company, (iii) any SAFEs, and (iv) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or SAFEs.

"**Intermediary**" means OpenDeal Broker LLC, a registered broker dealer CRD#291387, or a qualified successor.

"**IPO**" means: (A) the completion of an underwritten initial public offering of Capital Stock by the Company pursuant to: (I) a final prospectus for which a receipt is issued by a securities commission of the United States or of a province of Canada, or (II) a registration statement which has been filed with the United States Securities and Exchange Commission and is declared effective to enable the sale of Capital Stock by the Company to the public, which in each case results in such equity securities being listed and posted for trading or quoted on a recognized exchange; (B) the Company's initial listing of its Capital Stock (other than shares of Capital Stock not eligible for resale under Rule 144 under the Securities Act) on a national securities exchange by means of an effective registration statement on Form S-1 filed by the Company with the SEC that registers shares of existing capital stock of the Company for resale, as approved by the Company's board of directors, where such listing shall not be deemed to be an underwritten offering and shall not involve any underwriting services; or (C) the completion of a reverse merger or take-over whereby an entity (I) whose securities are listed and posted for trading or quoted on a recognized exchange, or (II) is a reporting issuer in the United States or the equivalent in any foreign jurisdiction, acquires all of the issued and outstanding Capital Stock of the Company..

"**Liquidity Capitalization**" means the number, as of immediately prior to the Liquidity Event, of shares of the Company's capital stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Capital Stock reserved and available for future grant under any equity incentive or similar plan; (ii) any SAFEs; (iii) convertible promissory notes; and (iv) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or SAFEs..

"**Liquidity Event**" means a Change of Control or an IPO.

"**Liquidity Price**" means the price per share equal to (x) the Valuation Cap divided by (y) the Liquidity Capitalization.

"**Lock-up Period**" means the period commencing on the date of the final prospectus relating to the Company's IPO, and ending on the date specified by the Company and the managing underwriter(s). Such period shall not exceed one hundred eighty (180) days, or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports, and (ii) analyst recommendations and opinions.

"**Preferred Stock**" means the preferred stock of the Company.

"**SAFE**" means any simple agreement for future equity (or other similar agreement), including a SAFE, which is issued by the Company for bona fide financing purposes and which may convert into Capital Stock in accordance with its terms.

"**SAFE Price**" means the price per share equal to (x) the Valuation Cap divided by (y) the Fully Diluted Capitalization.

3. Company Representations

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current charter or bylaws; (ii) any material statute, rule or regulation applicable to the Company; or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(c) The performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of shares of Capital Stock issuable pursuant to Section 1.

(e) The Company shall, prior to the conversion of this instrument, reserve from its authorized but unissued shares of Capital Stock for issuance and delivery upon the conversion of this instrument, such number of shares of the Capital Stock as necessary to effect the conversion contemplated by this instrument, and, from time to time, will take all steps necessary to amend its charter to provide sufficient authorized numbers of shares of the Capital Stock issuable upon the conversion of this instrument. All such shares shall be duly authorized, and when issued upon any such conversion, shall be validly issued, fully paid and non-assessable, free and clear of all liens, security interests, charges and other encumbrances or restrictions on sale and free and clear of all preemptive rights, except encumbrances or restrictions arising under federal or state securities laws.

4. Investor Representations

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes a valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act or any other securities laws and are offered and sold hereby pursuant to Rule 506(c) of Regulation D under the Securities Act. The Investor understands that neither this instrument nor the underlying securities may be resold or otherwise transferred unless they are subsequently registered under the Securities Act (if applicable to the transaction) and any other securities laws or unless an exemption from the registration or other requirements of the Securities Act and any other securities laws are available to consummate the transaction.

(c) The Investor is purchasing this instrument and the securities to be acquired by the Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor understands that the Securities have not been, and will not be, registered under the Securities Act or any state securities laws, by reason of specific exemptions under the provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of each Investor's representations as expressed herein.

(d) The Investor is an "accredited investor" as defined under Rule 501 of Regulation D under the Securities Act, and the Investor has such experience in business and financial matters that Investor is capable of evaluating the merits and risks of an investment in securities of the Company. Investor acknowledges and agrees that pursuant to Rule 506(c) of Regulation D under the Securities Act, the Company may offer to sell SAFEs by means of general solicitation or general advertising and that the Company, the Intermediary and/or their qualified agents will seek to verify that the Investor is an "accredited investor" and that the Investor will provide truthful, accurate and complete information and documentation as reasonably requested by to verify the Investor's status as an "accredited investor" prior to the acceptance of the subscription for this SAFE.

(e) The Investor acknowledges that the Investor has received all the information the Investor has requested from the Company and the Investor considers necessary or appropriate for deciding whether to acquire this instrument and the underlying securities, and the Investor represents that the Investor has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of this instrument and the underlying securities and to obtain any additional information necessary to verify the accuracy of the information given to the Investor. In deciding to purchase this instrument, the Investor is not relying on the advice or recommendations of the Company or of the Intermediary and the Investor has made its own independent decision that an investment in this instrument and the underlying securities is suitable and appropriate for the Investor. The Investor understands that no federal or state agency has passed upon the merits or risks of an investment in this instrument and the underlying securities or made any finding or determination concerning the fairness or advisability of this investment.

(f) The Investor understands and acknowledges that as a SAFE holder, the Investor shall have no rights of a stockholder of the Company, including with respect to voting, information or inspection rights.

(g) The Investor understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for this instrument and the securities to be acquired by the Investor hereunder.

(h) The Investor is not (i) a citizen or resident of a geographic area in which the subscription or holding of the SAFE and the underlying securities is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists. Investor hereby represents and agrees that if Investor's country of residence or other circumstances change such that the above representations are no longer accurate, Investor will immediately notify Company. Investor further represents and warrants that it will not knowingly sell or otherwise transfer any interest in the SAFE or the underlying securities to a party subject to U.S. or other applicable sanctions.

(i) If the Investor is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Investor hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation, subscription and payment for, and continued ownership of, its beneficial interest in the SAFE and the underlying securities will not violate any applicable securities or other laws of the Investor's jurisdiction, including (i) the legal requirements within its jurisdiction for the subscription and the subscription of its beneficial interest in the SAFE; (ii) any foreign exchange restrictions applicable to such subscription and subscription; (iii) any governmental or other consents that may need to be obtained; and (iv) the income tax and other tax consequences, if any, that may be relevant to the subscription, holding, conversion, redemption, sale, or transfer of its beneficial interest in the SAFE and the underlying securities. The Investor acknowledges that the Company has taken no action in foreign jurisdictions with respect to the SAFE (and the Investor's beneficial interest therein) and the underlying securities.

(j) If the Investor is a corporate entity: (i) such corporate entity is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and has the power and authority to enter into this SAFE; (ii) the execution, delivery and performance by the Investor of the SAFE is within the power of the Investor and has been duly authorized by all necessary actions on the part of the Investor; (iii) to the knowledge of the Investor, it is not in violation of its current charter or bylaws, any material statute, rule or regulation applicable to the Investor; and (iv) the performance of this SAFE does not and will not violate any material judgment, statute, rule or regulation applicable to the Investor; result in the acceleration of any material indenture or contract to which the Investor is a party or by which it is bound, or otherwise result in the creation or imposition of any lien upon the Subscription Amount.

(k) The Investor further acknowledges that it has read, understood, and had ample opportunity to ask Company questions about its business plans, "Risk Factors," and all other information presented in the Company's Private Placement Memorandum and its offering page on the platform found at **https://republic.com/**the-new-shop

(l) THE INVESTOR REPRESENTS THAT THE INVESTOR UNDERSTANDS THE SUBSTANTIAL LIKELIHOOD THAT THE INVESTOR WILL SUFFER A TOTAL LOSS OF ALL CAPITAL INVESTED, AND THAT INVESTOR IS PREPARED TO BEAR THE RISK OF SUCH TOTAL LOSS AND HOLD THIS INSTRUMENT AND THE UNDERLYING SECURITIES INDEFINITELY UNLESS A SUBSEQUENT DISPOSITION IS REGISTERED UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS OR IS EXEMPT FROM SUCH REGISTRATION.

(m) The Investor understands that federal regulations and executive orders administered by the United States Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The Investor further represents and warrants that none of the Investor, any of its affiliates, or, if applicable, any Underlying Beneficial Owner or Related Person (as such term is defined by OFAC), is a country, territory, person or entity named on an OFAC list, and none of the Investor, any of its affiliates, or, if applicable, any Underlying Beneficial Owner or Related Person, is a natural person or Entity with whom dealings are prohibited under any OFAC regulations. The Investor acknowledges and agrees that, notwithstanding anything to the contrary contained in any document if, following the Investor's investment hereunder, the Company reasonably believes that the investment is or has become a prohibited investment under OFAC or if otherwise required by law, the Company may be obligated to "freeze the account" of the Investor, either by (i) prohibiting additional investments, (ii) restricting any distributions or dividends, (iii) declining any requests to transfer the Investor's interest in any securities of the Company, and/or (iv) segregating any assets of the Investor in compliance with governmental regulations. In addition, in any such event, the Investor (A) may forfeit its interest, (B) may be subject to other remedies required or authorized by law, (C) to the fullest extent permitted by law, the Investor shall have no claim against the Company or any of its officers, directors, counsel, affiliates, employees, representatives for any form of damages as a result of any of the actions described in this paragraph, and (D) shall promptly pay or reimburse the Company for any and all expenses and costs incurred by the Company in connection with any such actions. The Company may also be required to report such action and to disclose the Investor's identity or provide other information with respect to the Investor to OFAC or other governmental entities.

(n) Except as otherwise disclosed to the Company in writing: (i) neither the Investor nor, if applicable, any Underlying Beneficial Owner or Related Person, is resident in, or organized or chartered under the laws of, (A) a jurisdiction that has been designated by the Secretary of the Treasury under Section 311 or 312 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Interrupt and Obstruct Terrorism Act of 2001 (the "**PATRIOT Act**") as warranting special measures due to money laundering concerns, or (B) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur (a "**Non-Cooperative Jurisdiction**"); (ii) the funds for subscription of this instrument of the Investor and, if applicable, any Underlying Beneficial Owner, do not originate from and shall not be routed through, an account maintained at (A) a Foreign Shell Bank (B) a foreign bank (other than a its regulated affiliate) that is barred, pursuant to its banking license, from conducting banking activities with the citizens of, or with the local currency of, the country that issued the license, or (C) a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction; and (iii) neither the Investor nor, if applicable, any Underlying Beneficial Owner or Related Person, is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure, in each case within the meaning of the PATRIOT Act.

5. Transfer Restrictions.

(a) The Investor hereby agrees that during the Lock-up Period it will not, without the prior written consent of the managing underwriter: (A) lend; offer; pledge; sell; contract to sell; sell any option or contract to subscription; subscription any option or contract to sell; grant any option, right, or warrant to subscription; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock (whether such shares or any such securities are then owned by the Investor or are thereafter acquired); or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities; whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise.

(b) The foregoing provisions of Section 5(a) will: (x) apply only to the IPO and will not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement; (y) not apply to the transfer of any shares to any trust for the direct or indirect benefit of the Investor or the immediate family of the Investor, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer will not involve a disposition for value; and (z) be applicable to the Investor only if all officers and directors of the Company are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than 5% of the outstanding Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock. Notwithstanding anything herein to the contrary, the underwriters in connection with the IPO are intended third-party beneficiaries of

Section 5(a) and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto. The Investor further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with the IPO that are consistent with Section 5(a) or that are necessary to give further effect thereto.

(c) In order to enforce the foregoing covenant, the Company may impose stop transfer instructions with respect to the Investor's registrable securities of the Company (and the Company shares or securities of every other person subject to the foregoing restriction) until the end of the Lock-up Period. The Investor agrees that a legend reading substantially as follows will be placed on all certificates representing all of the Investor's registrable securities of the Company (and the shares or securities of the Company held by every other person subject to the restriction contained in Section 5(a)):

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD BEGINNING ON THE EFFECTIVE DATE OF THE COMPANY'S REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE COMPANY'S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SECURITIES.

(d) Without in any way limiting the representations and warranties set forth in Section 4 above, the Investor further agrees not to make any disposition of all or any portion of this instrument or the underlying securities unless and until the transferee has agreed in writing for the benefit of the Company to make the representations and warranties set out in Section 4 and the undertaking set out in Section 5(a) and:

(i) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) The Investor shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition and, if reasonably requested by the Company, the Investor shall have furnished the Company with an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration of such shares under the Securities Act.

(e) The Investor agrees that it shall not make any disposition of this instrument or any underlying securities to any of the Company's competitors, as determined by the Company in good faith.

(f) The Investor understands and agrees that the Company will place the legend set forth below or a similar legend on any book entry or other forms of notation evidencing this SAFE and any certificates evidencing the underlying securities, together with any other legends that may be required by state or federal securities laws, the Company's charter or bylaws, any other agreement between the Investor and the Company or any agreement between the Investor and any third party:

> THE SECURITIES REPRESENTED BY THIS INSTRUMENT, AND ANY SECURITIES ISSUED UPON CONVERSION OF THIS INSTRUMENT, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR (2) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, IN WHICH CASE THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO THE COMPANY AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED,

ASSIGNED OR OTHERWISE TRANSFERRED IN THE MANNER CONTEMPLATED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS.

6. Miscellaneous

(a) The Investor agrees to execute the Nominee Rider and Waiver, attached hereto as Exhibit A contemporaneously and in connection with the subscription of this SAFE.

(b) The Investor agrees to take any and all actions determined in good faith by the Company's board of directors to be advisable to reorganize this instrument and any shares of Capital Stock issued pursuant to the terms of this instrument into a special purpose vehicle or other entity designed to aggregate the interests of holders of SAFEs.

(c) Any provision of this instrument may be amended, waived or modified only upon the written consent of either (i) the Company and the Investor, or (ii) the Company and the majority of the Investors (calculated based on the Subscription Amount of each Investors SAFE).

(d) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(e) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise until shares have been issued upon the terms described herein.

(f) Neither this instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other party; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile; and *provided, further,* subject to full and complete compliance with any other applicable provision under this SAFE, no assignment by the holder of this instrument shall be effective unless and until the proposed assignee delivers to the Company an executed copy of the Nominee Rider and Waiver, attached hereto as Exhibit A contemporaneously and any such other and further documents, instruments or agreements as required by the Nominee.

(g) In the event any one or more of the terms or provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the terms or provisions of this instrument operate or would prospectively operate to invalidate this instrument, then such term(s) or provision(s) only will be deemed null and void and will not affect any other term or provision of this instrument and the remaining terms and provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(h) All securities issued under this instrument may be issued in whole or fractional parts, in the Company's sole discretion.

(i) All rights and obligations hereunder will be governed by the laws of the State of North Carolina, without regard to the conflicts of law provisions of such jurisdiction.

(j) Any dispute, controversy or claim arising out of, relating to or in connection with this instrument, including the breach or validity thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association (the "**AAA**") under its Commercial Arbitration Rules and Mediation Procedures ("**Commercial Rules**"). The award rendered by the arbitrator shall be final, non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or, in default thereof, appointed by the AAA in accordance with its Commercial Rules. The place of arbitration shall be Charlotte, NC. Except as may be required by law or to protect a legal right, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of the other parties.

(k) The parties acknowledge and agree that for United States federal and state income tax purposes this SAFE is, and at all times has been, intended to be characterized as stock, and more particularly as common stock for purposes of Sections 304, 305, 306, 354, 368, 1036 and 1202 of the Internal Revenue Code of 1986, as amended. Accordingly, the parties agree to treat this SAFE consistent with the foregoing intent for all United States federal and state income tax purposes (including, without limitation, on their respective tax returns or other informational statements).

(l) The Investor agrees any action contemplated by this SAFE and requested by the Company must be completed by the Investor within thirty (30) calendar days of receipt of the relevant notice (whether actual or constructive) to the Investor.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

ACCELERATE PRODUCTX VENTURES LIMITED

By:
Name: Charak Almast
Title: Director

INVESTOR

By:
Name:

EXHIBIT A

Nominee Rider and Waiver

Republic Investment Services LLC (f/k/a NextSeed Services, LLC) (the "**Nominee**") is hereby appointed to act on behalf of the Investor as agent and proxy in all respects under the SAFE Series 2023 issued by ACCELERATE PRODUCTX VENTURES PRIVATE LIMITED (the **"Security"**). The Nominee shall receive all notices and communications on behalf of the Investor, and cause the Security, or any securities which may be acquired upon conversion thereof (the **"Conversion Securities"**) to be custodied with a qualified custodian of the Nominee's sole discretion (**"Custodial Conversion"**). The Nominee is authorized and empowered to undertake Custodial Conversion at any point after issuance of the Securities. To the extent the holders of Securities or Conversion Securities are entitled to vote at any meeting or take action by consent, Nominee is authorized and empowered to vote and act on behalf of Investor in all respects thereto (without prior or subsequent notice to the Investor) until the expiry of the Term (as defined below) (collectively the "**Nominee Services**"). Defined terms used in this Nominee Rider are controlled by the Security unless otherwise defined.

Nominee shall vote all such Securities and Conversion Securities consistently at the direction of Charak Almast, the Director of Accelerate ProductX Ventures Private Limited (the "Nominee Designee"). In the event that such Director is no longer in such position, then the largest voting holder of the Company's Capital Stock shall serve as Nominee Designee. Neither Nominee nor any of its affiliates nor any of their respective officers, partners, equity holders, managers, officers, directors, employees, agents or representatives shall be liable to Investor for any action taken or omitted to be taken by it hereunder, or in connection herewith or therewith, except for damages caused by its or their own recklessness or willful misconduct. Notwithstanding the foregoing, the Nominee shall not vote or elect to amend or otherwise sell, assign, or hypothecate the beneficial interest in the Security to a third-party at the direction of the Nominee Designee; in all cases the Issuer or the Nominee on the Issuer's behalf must seek instructions from the Investor in accordance with the terms thereof.

Upon any conversion of the Securities into Conversion Securities of the Company, in accordance with the terms of the Securities, Nominee will execute and deliver to the Issuer all transaction documents related to such transaction or other corporate event causing the conversion of the Securities in accordance therewith; *provided,* that such transaction documents are the same documents to be entered into by all holders of other Securities of the same class issued by the Company that will convert in connection with the equity financing or corporate event and being the same as the subscribers in the equity financing or corporate transaction. The Investor acknowledges and agrees, as part of the process, the Nominee may open an account in the name of the Investor with a qualified custodian and allow the qualified custodian to take custody of the Conversion Securities in exchange for a corresponding beneficial interest held by the Investor. Upon any such conversion or changing of title, Nominee will take reasonable steps to send notice to the Investor, including by e-mail, using the last known contact information of such Investor.

The "**Term"** the Nominee Services will be provided will be the earlier of the time which the Securities or any Conversion Securities are (i) terminated, (ii) registered under the Exchange Act, or (iii) the time which the Nominee, the Investor and the Company mutually agree to terminate the Nominee Services.

To the extent you provide the Issuer with any personally identifiable information **("PII"**) in connection with your election to invest in the Securities, the Issuer and its affiliates may share such information with the Nominee, the Intermediary, and the appointed transfer agent for the Securities solely for the purposes of facilitating the offering of the Securities and for each party to provide services with respect to the ownership and administration of the Securities. Investor irrevocably consents to such uses of Investor's PII for these purposes during the Term and Investor acknowledges that the use of such PII is necessary for the Nominee to provide the Nominee Services.

(Remainder of Page Intentionally Blank – Signature Page to Follow)

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

INVESTOR:

By:

Name:

Date:

NOMINEE:

Republic Investment Services LLC

By:

Name: Caroline Keller, President

Date:

COMPANY:

Accelerate Productx Ventures Private Limited

By:

Name: Charak Almast, Director

Date:

EXHIBIT C

Deal Page found on the Platform

Republic

Company Name	The New Shop
Logo	THE NEW SHOP
Headline	Franchised convenience store network with 73+ locations across India
Slides	

Tags	B2B, B2C, AAPI Founders, Women Founders, Household Goods, Food, $5M+ revenue, $1M+ raised, Venture-backed, Crowd SAFE, Companies

Pitch text

Summary

- We are one of India's largest chain of Convenience Stores
- With over 100 outlets in 10 cities, we plan to open 10,000+ stores by 2030
- We do over 300,000 orders per month
- Our GMV is over $1M per month
- India is one of the fastest growing economies in the world
- Retail in India is forecasted to reach $2T by 2032

Custom

Past financial results are no guarantee of future performance. Click here for important information regarding Financial Projections which are not guaranteed.

Disclosures & Disclaimers

Problem

70M traditional shopkeepers and small businesses in India are at the

brink of extinction

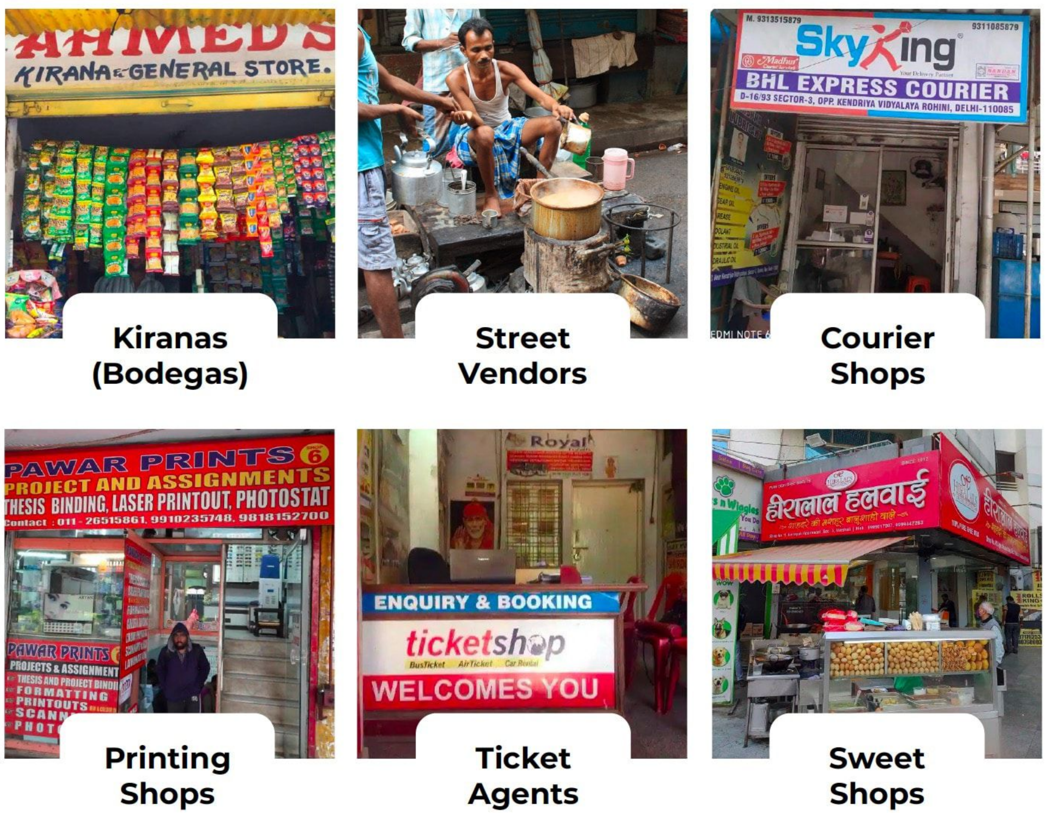
01 Lack of training & formal education

02 Legal difficulties & compliance challenges

03 Financial Constraints

83% Indians want to become business owners

95% of them fail



Solution

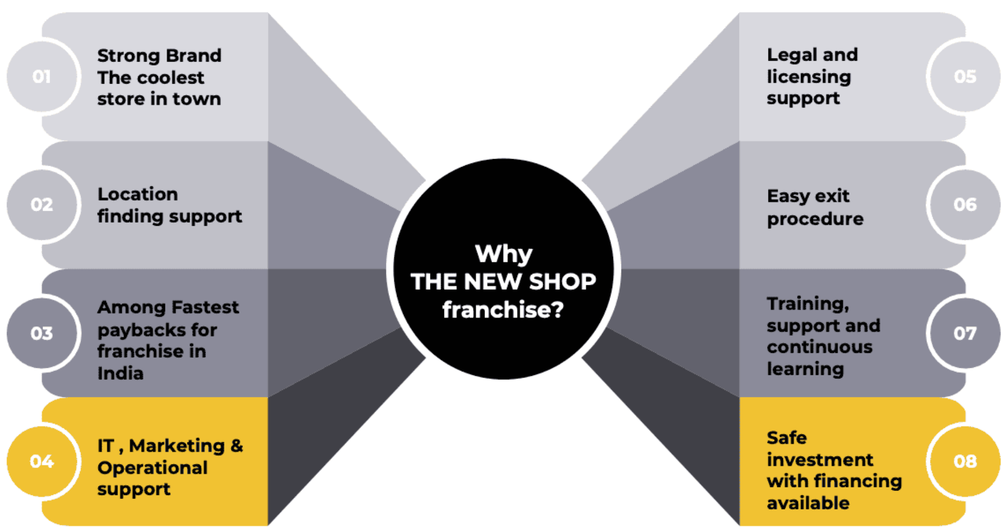
The New Shop is one of

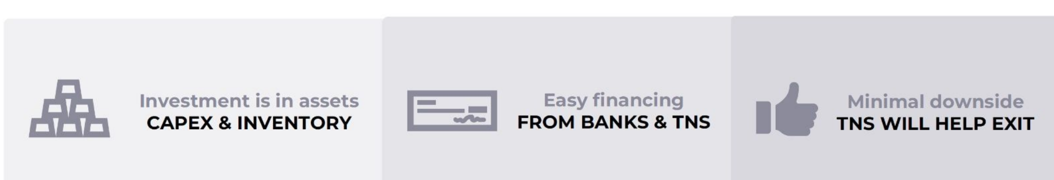
India’s largest franchises

Aiming to empower 10,000 successful entrepreneurial stories in India by 2030

Store number growth based on company's internal projections

Why The New Shop?





—

One of the best franchises

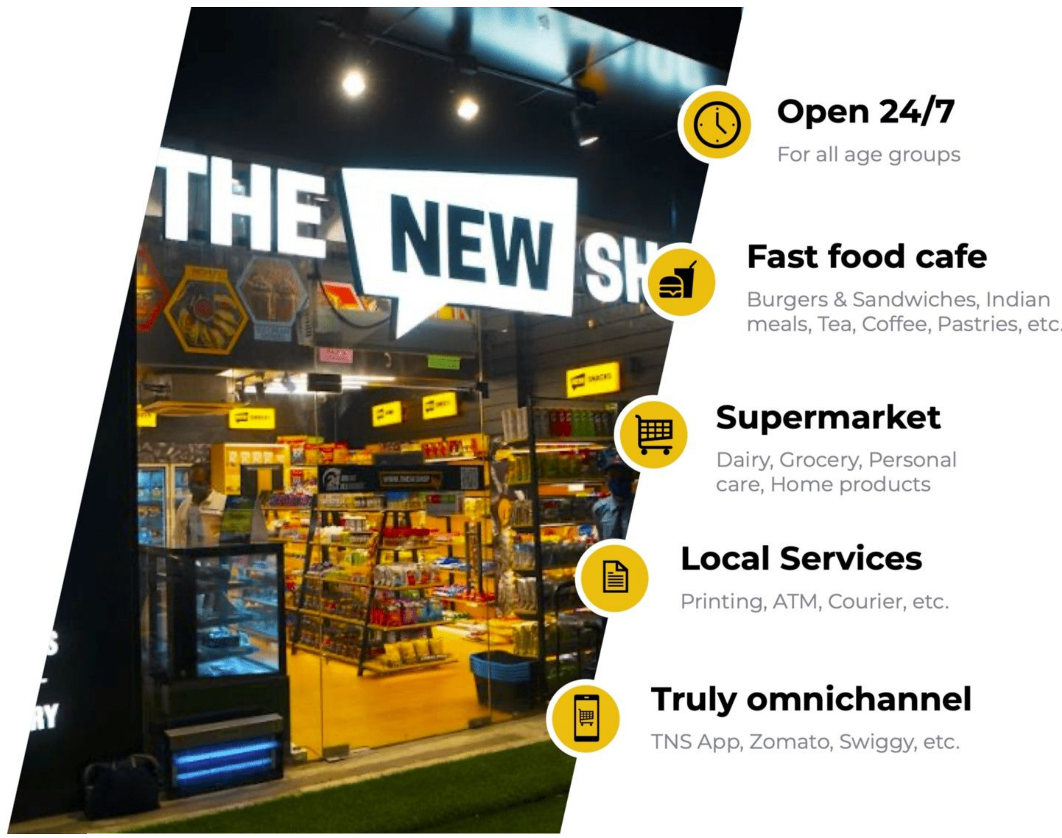
for just $30k

—

Product

"Give the customers what they want, when and where they want it."

Joe C. Thompson Jr, 7-Eleven Founder



THE NEW SHOP®

where customers find convenience – anything, anytime, anywhere.

Traction

We've already grown to 70+ outlets in 10+ cities

73
Stores

$12m
Annualized GMV

10+
Cities

200+
Brands Sold

1m+
Customers Served

$5m
Fund Raised

Flagship stores

Landside, Chaudhary Charan Singh Airport, Lucknow

Indian Oil Gas station, Jasola, Delhi

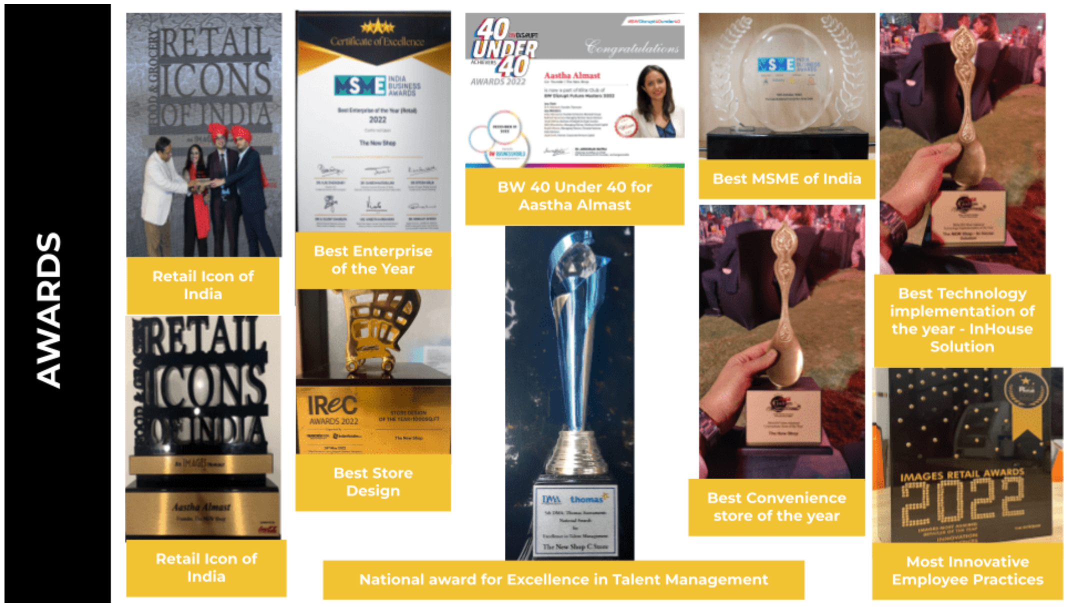
Gate 42, Terminal 2, Mumbai International Airport

First store, East of Kailash, New Delhi

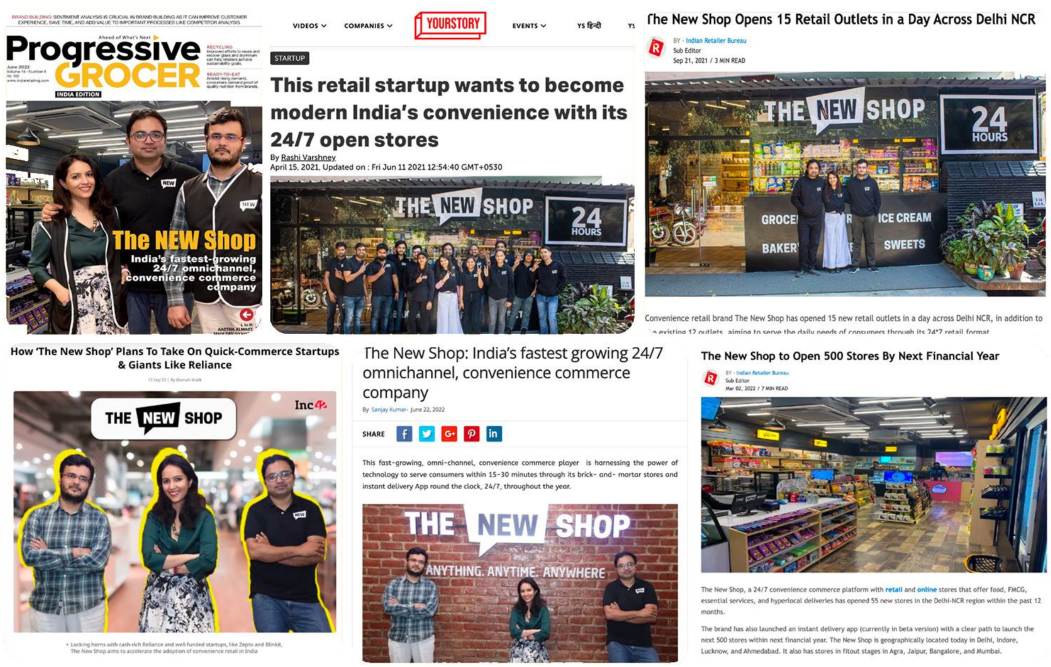
Gate 48, Terminal 2, Mumbai International Airport

Landside, Sardar Vallabhbhai Patel Airport, Ahmedabad

Awards



In the news



Customers

Can Indians afford INR 25 lakhs / $30k USD ?

Short answer, YES!

Business Model

We offer more than just a brand

FIVE WAYS WE CREATE VALUE

01 – Franchising fees and royalty
One time fee and monthly royalties with minimum guarantee.

02 – Sales of goods & services
Private labelled products and services

05 – Financing
Franchise financing and commissions if partner aligned

04 – Partner commissions
Fabricators, equipment suppliers, interior designers etc.

03 – Advertising Fees
Placement fees, listing fees, branding fees from FMCG Brands

Unit economics

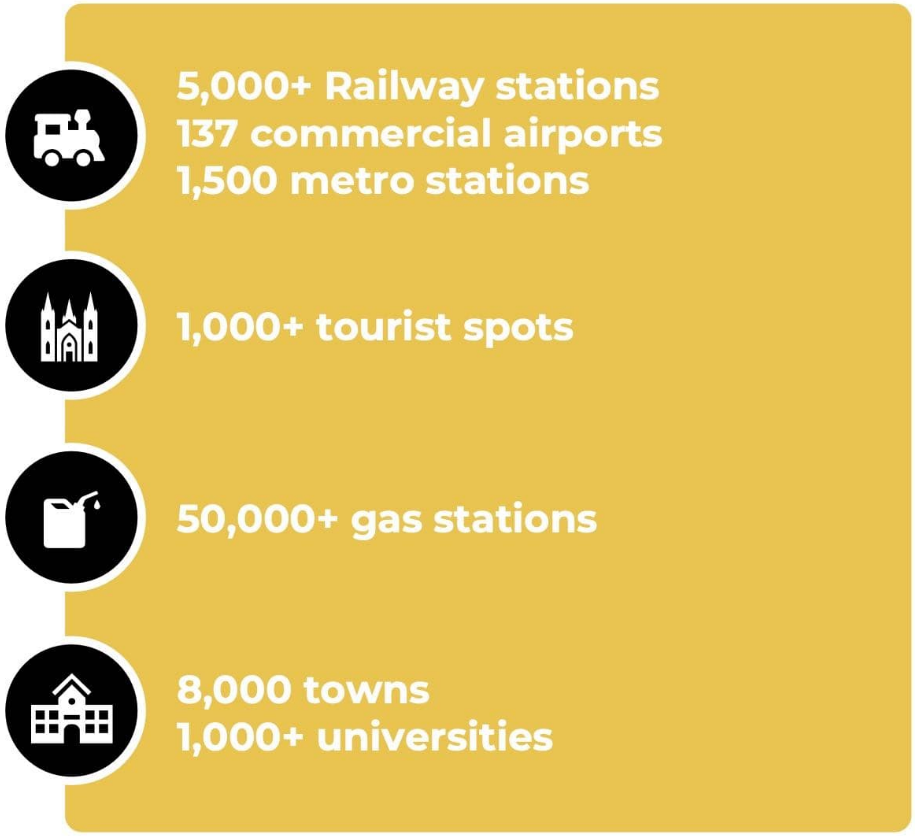
UNIT ECONOMICS

Franchisee (US$)	
	Current
Monthly Sale	$10,000
Other Income	$500
COGS	$7,000
Rent	$625
Manpower	$800
Electricity	$625
Other Costs	$50
Royalty	$550
Net Revenue	$850
Net Revenue %	8%

The NEW Shop (US$)	
	Average
Royalty	$300
Income from sale of F&B and private-labelled products	$140
Other income	$250
Account Management Cost	$62
Audit Cost	$50
Net Revenue	$578
Net Revenue %	84%

Market

Indian retail industry projected at $1.3T by 2025



Competition

We're aggressively positioned within

the franchise landscape

	THE NEW SHOP	Kirana Aggregators	Fast Food	Petrol Pump	Salon	Fashion
Investment	Moderate ($30,000)	Low ($10,000)	High ($150,000)	Very High ($400,000)	High ($150,000)	Very High ($300,000)
Payback	18-24 months	18-24 months	48 months	60 months	48 months	48 months
Ease of running business	Easy	Easy	Moderate	Difficult	Difficult	Moderate
Risk	Very Low	Very Low	Moderate	Low	High	High
Profit potential (per month)	$5,000	$800	$5,000	$25,000	$12,000	$20,000
Aspirational	Yes	No	Yes	No	Yes	Yes
Operational Break-even	1 month	1 month	9-12 months	12 months	6 months	6 months
Working Capital Requirement (per month)	$10,000	$5,000	$20,000	$150,000	$75,000	$100,000

Vision And Strategy

The New Shop in 2030

Please see Financial Projection Details in Documents section for assumptions made by the company.

* Click here for important information regarding Financial Projections which are not guaranteed.

Funding

Backed by

Anthill Ventures

Huddle Ventures

Yuj Ventures

AngelList India

& 50+ HNIs, Family offices, and Unicorn founders

Founders

Led by a core team of serial entrepreneurs

with a passion to build “the future of commerce”.

Aastha Almast
Co-founder,
Business Expansion

Mani Dev Gyawali
Co-founder,
Technology

Charak Almast
Co-founder,
Operations

THE NEW SHOP

A team with deep experience in retail and finance

Team

Aastha Almast	Founder	Aastha is the Founder of The New Shop. She is a true born entrepreneur and has previously founded 2 technology startups. She has previously worked at Bank of America and Standard & Poor's.

Perks

$5,000 The New Shop Goodie box with special goodies from India

FAQ

Do you have more information about the risks of investing in this campaign?

You can find resources on the risks to investing here:

Disclosures & Disclaimers
Additional Risks Disclosures

EXHIBIT D

Video Transcription

The New Shop – A 24 hour convenience store that takes care of not just your grocery needs but also fresh food, snacks and beverages, bakery items and desserts, dairy, tobacco, pet products and personal care.

while the concept of convenience store is a multi-trillion dollar industry outside of India with stores like 7-Eleven, Alpha Mart and Family Mart, it is still a novelty in India despite having the largest youth population and an opportunity to open one lakh stores across the country.

To fill this void we introduced the new shop. It is the coming together of a supermarket, a kirana store and a food and bakery joint which serves you 24 hours every day.

The new shop is the brainchild of Aastha Almast, Charak Almast, and Mani Dev Gyawali who envisioned to build India's convenience retail brand for the world.

This coolest store not only gives you a great shopping experience but also delivers products and services to your home within 15 to 30 minutes all day and all night.

It provides services like cash withdrawal, courier, printing and plans to extend services to battery charging and various pickup and drop services.

With 70 stores in 10 cities in just two years the new shop plans to open 10,000+ stores by 2030.

It is already present at key locations like residential neighbourhoods, airports, railway stations, bus stations and highways.

Its aim is to be available at a walking distance and provide instant delivery within 15 minutes.

The new shop operates through company owned and franchise models. With over 40 franchisee Partnerships the new shop wants to extend this opportunity further; with as little as 20 lakh investment people can become an entrepreneur with full back-end support by the new shop.

The new shop is a technology-powered and data-driven company. With end-to-end inventory management system, cloud-based POS, predictive Inventory management, stock ordering, data analytics engine and instant delivery app, all made in-house. Technology makes the new shop operationally efficient, profitable and extremely scalable.

The new shop wants to transform the way India shops. It is empowering the consumer and giving them a never before experience of shopping and convenience. The new shop changing the way India shops.