

**CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM**

*Pursuant to Regulation D, Rule 506(c)*

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**SERFACE CARE, INC.**

*A Delaware corporation*



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**SERIES A FINANCING**

**MINIMUM INVESTMENT AMOUNT: \$10,000**

**UP TO \$1,000,000**

**IN**

**SIMPLE AGREEMENT FOR FUTURE EQUITY (SAFE)**

**JUNE 4, 2021**

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## IMPORTANT NOTICES

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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 “*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*,” “*Myro*,” “*Issuer*,” “*we*,” “*us*” and “*our*” refer to Serface Care, Inc. 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*”). Each Investor will be required to electronically deliver to the Company, through the online platform found at <https://republic.co> (the “*Platform*”) a fully completed, dated and signed copy of the SAFE instrument together with (i) exhibits and (ii) any documents requested by the Company and its agents, including OpenDeal Broker LLC and its representatives, for the purpose of satisfying the Company’s due diligence obligations prior to the Offering Deadline (as defined below) and send full payment of any consideration to the payment and escrow agent, Prime Trust, LLC (“*Prime Trust*”) to effect its purchase of the Securities. 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 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.

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 on a "best efforts" basis. 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. The securities commission will increase the maximum amount of SAFEs offered by the Company.

We are offering the Securities on a "best efforts" basis with no prescribed minimum.

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

### **EXCLUSIVE NATURE OF THIS MEMORANDUM**

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.

## **RESTRICTED AND UNREGISTERED SECURITIES**

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.

### **ADDITIONAL NOTICE; RELIANCE UPON SPECIFIC REGISTRATION EXEMPTIONS**

#### **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.

## TABLE OF CONTENTS

<b>DIRECTORY</b>	<b>1</b>
<b>SUMMARY OF KEY TERMS</b>	<b>2</b>
<b>RISK FACTORS</b>	<b>6</b>
<b>CERTAIN RISK FACTORS</b>	<b>7</b>
<b>COMPANY OVERVIEW</b>	<b>12</b>
<b>MANAGEMENT</b>	<b>15</b>
<b>CAPITALIZATION AND OWNERSHIP</b>	<b>17</b>
<b>RELATED PERSON TRANSACTIONS AND CONFLICTS OF INTEREST</b>	<b>36</b>
<b>FINANCIAL DATA</b>	<b>37</b>
<b>USE OF PROCEEDS</b>	<b>39</b>
<b>ANTI-MONEY LAUNDERING</b>	<b>41</b>
<b>PLAN OF DISTRIBUTION</b>	<b>44</b>
<b>SUITABILITY OF INVESTMENT</b>	<b>46</b>
<b>CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS</b>	<b>50</b>
<b>WHERE YOU CAN FIND MORE INFORMATION</b>	<b>52</b>
<b>EXHIBIT A</b>	<b>53</b>
<b>EXHIBIT B</b>	<b>54</b>
<b>EXHIBIT C</b>	<b>55</b>
<b>EXHIBIT D</b>	<b>56</b>

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## DIRECTORY

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**The Company:**

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## SUMMARY OF KEY TERMS

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*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.*

<b>Issuer:</b>	Serface Care, Inc. a Delaware corporation (the “ <b>Company</b> ”, “ <b>Myro</b> ,” the “ <b>Issuer</b> ”).
<b>Purchaser:</b>	An accredited investor, as that term is defined under the rules and regulations of the Securities Act of 1933, as amended (a “ <b>Purchaser</b> ” or “ <b>Investor</b> ”).
<b>Type of Security:</b>	Simple Agreement for Future Equity (SAFE) (the “ <b>Securities</b> ” or the “ <b>SAFEs</b> ”).
<b>Amount of Offering:</b>	Up to a maximum offering amount of \$1,000,000.00 (the “ <b>Maximum Offering Amount</b> ”).
<b>Minimum Offering Amount:</b>	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.
<b>Purchase Price:</b>	\$1.00 per Security (the “ <b>Purchase Price</b> ”).
<b>Minimum Investment Amount:</b>	\$10,000.00 subject to adjustment in the Company’s sole discretion. The Company reserves the right to reject any proposed investment in part or in its entirety in its 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.
<b>Exemption:</b>	Rule 506(c) of Regulation D under the Securities Act of 1933, as amended (the “ <b>Securities Act</b> ”).
<b>Offering Deadline:</b>	The Offering will end on July 4, 2021 <i>provided</i> the Company may extend the Offering Deadline one or more times at its sole discretion.

- 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. The Company will pay ODB two percent (2.0%) of the dollar value of the Securities issued to account for fees associated with the payment and escrow agent, Prime Trust, LLC (“*Prime Trust*”).
- Use of Proceeds:** The proceeds will be used for general corporate purposes, which may include but not be limited to product research and development and customer acquisition. 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, through the online platform found at <https://republic.co> (the “*Platform*”) a fully completed, dated and signed copy of the SAFE instrument together with (i) exhibits and (ii) any documents requested by the Company and its agents, including OpenDeal Broker LLC and its representatives, for the purpose of satisfying the Company’s due diligence obligations prior to the Offering Deadline (as defined below) and send full payment of any consideration to the payment and escrow agent, Prime Trust, LLC (“*Prime Trust*”) to effect its purchase of the Securities. Once made, subscriptions are irrevocable.
- Valuation Cap:** \$15,000,000.00
- Equity Financing:** In the event of bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells preferred stock at a fixed pre-money valuation (an “*Equity Financing*”), the Company will automatically issue to the Investor either: (1) a number of shares of the series of preferred stock issued to those investors investing new money in the Company in connection with the initial closing of the Equity Financing (the “*Standard Preferred Stock*”) equal to the amount the Purchaser paid for the Securities (the “*Purchase Amount*”) divided by the price per share of the Standard Preferred Stock, if the pre-money valuation is less than or equal to the Valuation Cap; or (2) a number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price, if the pre-money valuation is greater than the Valuation Cap.
- “*Safe Preferred Stock*” shall mean the shares of a series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per

share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

“**Safe Price**” shall mean the price per share equal to the Valuation Cap divided by the sum, as of immediately prior to the Equity Financing, of: (1) all shares of capital stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) the SAFE instrument, (B) all other Safes, and (C) convertible promissory notes; and (2) all shares of common stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing (the “**Company Capitalization**”).

**Liquidity Event:**

If there is a change of control or an initial public offering (each, a “**Liquidity Event**”) before the expiration or termination of the SAFE instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount or (ii) automatically receive from the Company a number of shares of common stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

“**Liquidity Price**” shall mean the price per share equal to the Valuation Cap divided by the number, as of immediately prior to the Liquidity Event, of shares of 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 common stock reserved and available for future grant under any equity incentive or similar plan; (ii) the SAFE instrument; (iii) other Safes; and (iv) convertible promissory notes.

**Dissolution Event:**

If there is (i) a voluntary termination of operations, (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 (each, a “**Dissolution Event**”) before the SAFE instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of such Dissolution Event. The Purchase Amount will be paid prior and in preference to any distribution of any of the assets of the Company to holders of outstanding capital stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s Board of Directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company

legally available for distribution will be distributed with equal priority and pro rata among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive in connection with a Dissolution Event.

- Amendment:** Any provision of the SAFE instrument may be amended, waived or modified only upon the written consent of the Company and (i) the Investor or (ii) holders of a majority of the aggregate purchase amounts of the SAFE instrument and all other then-outstanding Simple Agreement for Future Equity having a valuation cap equal to the Valuation Cap.
- 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:** This Summary of Key Terms shall be governed in all respects 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 SAFEs.

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## RISK FACTORS

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*An investment in the SAFEs issued in the financing of Surface Care, Inc. 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 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. In addition, the forward-looking events discussed therein might not occur. These risks and uncertainties include, among others, those described above 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, and other events that we have not predicted or assessed could have a material adverse 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.

***Highly Speculative.*** The Company was incorporated in November 2017 and is not profitable. Any investment in an issuer at this stage is highly speculative.

***Market Risks.*** The Company operates in a highly competitive market and may encounter competitors having greater resources and experience. There can be no assurances that other competitors will not develop products or services that are superior to ours. There are numerous large and small competitors in the Company's market space. If we cannot successfully compete against these companies, our business, results of operations and financial condition are likely to be materially and adversely affected.

***Risks Relating to Operating Expenses.*** The Company has had and will continue to have significant operating expenses, has significant needs for capital and had had significant losses and we expect such losses to continue as we operate our business in the future. Prior to earning significant revenue from our principal business, the Company must expand its product offerings and increase our sales. No assurances can be given that the Company will succeed in those efforts. However, even if such tasks are achieved, the Company still will need to develop revenue channels and levels that will allow it to achieve and sustain profitability. It is possible that we may never achieve sustained profitability and, even if we do, we may not sustain or increase profitability on a quarterly or an annual basis in the future. If we are not successful in becoming profitable, we may be forced to curtail or cease operations.

***Risks Relating to Additional Funding.*** Even if this Offering is successful and the Company receives the proceeds it expects to from the issuance of the SAFEs hereunder, the Company will have insufficient capital to fund the growth of our business and will require additional financing to meet our business objectives. The Company can provide no assurances that we will obtain such additional funding on terms favorable to us. The overall development costs for maintaining the long-term viability of the Company are substantially in excess of this Offering. The Company may partner with other entities and persons, and employ alternative financing structures, which may or may not be advantageous to the Company and permit long-term viability of the Company. Any additional capital raised through the sale of equity (whether directly issued to cash purchasers or issued upon conversion of securities issued to purchasers) may dilute your ownership percentage in the Company following conversion of the SAFEs, and the Company may raise such additional capital at any time, including simultaneously with this Offering of SAFEs.

**Risks Relating to Personnel.** We must attract and retain highly talented and seasoned individuals to lead our business. Our success will depend on our ability to identify, attract and retain qualified product development, sales, marketing, business development and finance personnel. The competition in our industry makes it difficult to retain key personnel and to recruit new qualified personnel. If we do not succeed in hiring and retaining candidates with appropriate qualifications, our revenues, product development and expansion efforts could be materially and adversely affected. In particular, hiring software developers is difficult, and they are critical to our business.

**Risks Relating to Company Intellectual Property.** Our intellectual property is and will continue to be one of our most important assets and we expect to utilize significant resources to protect it. The Company's ability to compete effectively will depend substantially on our efforts in developing and maintaining proprietary aspects of our intellectual property. The Company may not be able to adequately protect, develop or maintain its intellectual property. Moreover, there can be no assurances that the Company's applications for, and any future patents, copyrights or trademarks that may be issued as a result of the Company's applications, will offer any degree of protection to the Company's products against competitive products. The Company's technology may infringe on intellectual property owned by competitors or other third parties and may subject the Company to litigation, which may have an adverse effect on the Company and its assets. There can be no assurances that competitors, many of whom have substantial resources, will not seek to apply for and obtain patents, trademarks, or copyrights that will prevent, limit, or interfere with the Company's ability to make, use, develop or sell its products. In addition, if we cannot protect our domain names, our ability to successfully brand our name and our products and services may be impaired.

**Data Breaches.** The Company's products and services may involve the storage, processing and transmission of sensitive data, including valuable intellectual property, other proprietary or confidential data, regulated data, and personal information of employees, customers and others. Successful breaches, misfeasance, or human or technological error could result in unauthorized access to, disclosure, modification, misuse, loss, or destruction of Company, customer or other third party data or systems; misappropriation of highly sensitive personal information and intellectual property; the loss of access to data or systems; and business delays and disruptions.

**Terrorist Action.** There is a risk of terrorist attacks in the United States and elsewhere causing significant loss of life and property damage, and disruptions in global markets. Economic and diplomatic sanctions may be in place or imposed on certain states and military action may be commenced. The impact of such events is unclear, but they could have material adverse effects on general economic conditions and market supply and demand, as well as on particular economic conditions related to commercialization of our products and services, especially as a significant anticipated growth opportunity for our products and services is in overseas markets.

**Pandemic.** The coronavirus pandemic has materially and adversely harmed the Company's business and operations, including its ability to support its ongoing operations, and could continue to do so.

**Risk of Litigation.** In the ordinary course of business, the Company may be subject to litigation from time to time. As a result of its intellectual property applications, product sales and marketing, branding, and investments, the Company could be named as a defendant in a lawsuit or regulatory action. The outcome of such proceedings, which may materially adversely affect the value of the Company, may be impossible to anticipate, and such proceedings may continue without resolutions for

long periods of time. Any litigation may consume substantial amounts of Company management's attention, and that time and devotion of resources to litigation may, at times, be disproportionate to the amounts at stake in the litigation.

***Subordination.*** The repayment of amounts outstanding under the SAFEs may be required to be subordinated to the Company's payment obligations to lenders.

***Permits.*** The Company is generally required to qualify to do business in each state in which it makes sales to customers or has employees. The Company has not obtained qualifications from any state other than Delaware, its state of incorporation, or New York.

***Reliance on Management by the Board and Officers; No Right to Take Part in Management.*** Decisions with respect to the management of the Company will be made by the Company's Board of Directors (the "***Board***") and, subject to the Board's direction and oversight, by its officers. SAFE holders have no right or power to take part in the management of the Company and will not receive the detailed financial information regarding the Company which is available to the Board and the Company's officers. Accordingly, by purchasing the SAFEs you are entrusting all aspects of the management of the Company to the Board and the Company's officers.

***Potential Failure of Computer Systems and Other Equipment.*** The Company depends on the efficient and uninterrupted operation of its computer network systems, software and telecommunications networks, as well as the systems of third parties. The Company's systems and operations or those of its third-party providers could be exposed to damage or interruption from, among other things, fire, natural disaster, power loss, telecommunications failure, unauthorized entry and computer viruses. In addition, the Company's cloud-based software and other systems that rely on the internet and telecommunications may be significantly slowed or become unavailable for extended periods of time due to regional internet and telecommunications usage exceeding infrastructure capacity, which is becoming increasingly common in the wake of the unprecedented number of individuals working remotely from home as a result of the coronavirus pandemic. The Company's property and business interruption insurance may not be adequate to compensate it for all losses or failures that may occur. Defects in the Company's systems or those of third parties, errors or delays in the processing of payment transactions, telecommunications failures or other difficulties could result in: loss of revenues; loss of members and participating landlords; loss of member and landlord data; harm to the Company's business and reputation; exposure to third party claims; negative publicity; additional operating and development costs; and/or diversion of technical and other resources.

***Limitation of Liability and Indemnification.*** The Company's Certificate of Incorporation provides for limitation of liability of the Company's directors. The Company is authorized to indemnify its officers and directors, and the Company has entered into indemnification agreements with directors.

***Risks Relating to this Offering.***

No present public market for the SAFEs offered hereby or the securities into which the SAFEs are convertible exists and there are general restrictions on the resale of the Securities.

The Securities offered hereby have not been registered under the Securities Act or registered or qualified under the securities laws of any state, but are being sold pursuant to an exemption from

registration and qualification contained in the securities laws of the United States and applicable states. The Securities must be held indefinitely unless they are subsequently registered under the Securities Act and registered or qualified under applicable state securities laws, and unless exemptions from the registration and qualification requirements of such statutes are available.

The Securities will bear a legend to the effect that (i) such Securities have not been registered under the Securities Act or registered or qualified under the securities laws of any state; (ii) as a consequence, their transferability is restricted, and (iii) no transfer of such Securities may be effected unless exemptions from the registration requirements of the Securities Act, and all applicable state securities laws, are available.

There is no present market, public or otherwise, for the Securities and no such market is likely to develop in the immediate future. Accordingly, any investment in the Company cannot be expected to be readily sold, if at all, even in an emergency. Further, an Investor might be unable to sell his or her Securities for a price approaching the original investment amount. An investment in the Securities should, therefore, be considered a long-term investment.

The Company may not raise the full amount intended to be raised in the Offering. Accordingly, the Company may close upon amounts less than the targeted amount, which may not provide the Company with sufficient funds to fully implement its business plan.

The terms of the SAFEs may be amended subsequent to the Offering. Each of the SAFEs allows for the amendment or modification of the terms of the SAFEs by the holders of a majority in principal amount of all SAFEs issued in connection with the Offering.

As a result, potential individual Investors should be aware that changes to the SAFEs consented to by the holders of a majority-in-interest (as defined in each SAFE) of all SAFEs issued in connection with the Offering, even without such individual holder's consent, will modify such individual holder's SAFE. Even if an individual holder of a SAFE does not agree with the proposed changes, such changes will be imposed on the Investor if the holders of a majority-in-interest of all SAFEs consent to the changes.

It is possible that lead investors of a subsequent financing for the Company may condition their investment on the amendment or modification of the terms of the SAFEs, and that the holders of a majority-in-interest of all SAFEs issued might agree to such an amendment or modification without an individual SAFE holder's consent.

**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.

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## COMPANY OVERVIEW

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*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.*

Serface Care, Inc., operating as Myro, is a Delaware corporation incorporated on November 29, 2017.

Myro designs and sells refillable bodycare products that are better for consumers and the planet. Through innovative patent-pending refill pods, we dramatically reduce plastic waste use for everyday products. Myro makes clean, environmentally-friendly body care products, starting with deodorant. We heavily invest in R&D to create plant-powered formulas that meet or exceed desired performance and additionally deliver mood-boosting benefits through natural fragrances and essential oils.

In addition to this Memorandum, we encourage you to review the Company's Offering Page, attached to this Memorandum as **Exhibit A**.

The Company is located at 2490 Black Rock Turnpike, 355, Fairfield, CT 06825, United States.

The Company conducts business in all 50 US states.

The Company currently has 3 employees.

The Company's website is <https://www.mymyro.com>

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.

### **Company History**

The Company was founded in 2017. Myro officially launched the following year, 2018, with an anchor deodorant product in an ecommerce direct-to-consumer channel. The following year Myro expanded into retail with pilots across mass and specialty retailers. Following its early sales traction across DTC and retail, it is now pursuing a dual distribution strategy while also expanding beyond its anchor product into adjacent categories to capitalize on its customer base and distribution relationships.

## **Objective and Strategy**

Myro designs and sells its products through multiple distribution channels including Myro's ecommerce store at mymyro.com and third party retailers such as Amazon. Myro generates revenue by selling directly to end consumers as well as through wholesale relationships.

Myro's objective is to build into a sustainable bodycare brand. The strategy involves entering core bodycare categories by developing sustainable packaging innovation (ie. refillable or otherwise plastic waste reducing packaging) while meeting or exceeding consumer's product performance expectations.

Myro intends to distribute products across owned and third party channels and leverage distribution relationships to grow the share of wallet of target consumers over time.

Myro's initial anchor product was refillable deodorant. The next anchor product will be refillable body wash (ie. expecting to launch this year) followed by a refillable body mist (ie. expecting to launch this year).

After reviewing the above discussion of the steps the Company intends to take, potential Investors should consider whether achievement of each step within the estimated time frame will be realistic in their judgment. Potential Investors should also assess the consequences to the Company should any delays occur in taking these steps and whether the Company will need additional financing to accomplish them.

## **Governmental/Regulatory Approval and Compliance**

The Company is subject to the laws and regulations in the jurisdictions in which it operates. While the Company will use its best efforts to comply with all laws, including federal, state and local laws and regulations, there is a possibility of governmental action to enforce any alleged violations of laws which may result in legal fees and damage awards that would adversely affect the Company. In addition, the Company does not plan to register this Offering under the Securities Act. As a result, Investors will not be afforded the protections of the Securities Act with respect to their investment in the Company.

## **Legal Proceedings**

From time to time, the Company may be involved in legal proceedings. The results of such legal proceedings and claims cannot be predicted with certainty, and regardless of the outcome, legal proceedings could have an adverse impact on Company's business or growth because of defense and settlement costs, diversion of resources and other factors.

The Company has one pending lawsuit. It relates to defective product supplied by a prior manufacturer. Our claims arise from the breach of a manufacturing agreement by Texas Beauty Labs, LLC ("**TBL**"). TBL manufactured nonconforming deodorant and ultimately notified Myro that it could not manufacture any deodorant for approximately six months, in breach of the agreement.

Our preliminary estimate of our damages is \$17,289,365.22. We initially filed suit on September 15, 2020 in the U.S. District Court for the Western District of Texas (case No. 1:20-cv-

948), as required by the forum selection clause. After it was determined TBL had a member that destroyed diversity jurisdiction, the parties filed a joint stipulation of dismissal without prejudice. We then filed suit in NY Supreme Court on December 10, 2020 (case no. 656942/2020). A few days later, TBL filed suit for declaratory judgment in Travis County, Texas District Court. TBL's declaratory relief petition seeks judgment declaring that TBL did not breach the contract in the manner alleged in our NY Supreme Court complaint. TBL had asserted a counterclaim for breach of alleged confidentiality obligations in the federal lawsuit. The court summarily rejected those arguments in an order denying a sealing motion, and TBL did not reassert this counterclaim in the Texas state court action. We have not yet answered the Texas state court petition, and TBL has not yet answered the NY Supreme Court complaint.

We make no representations about the outcome of this case and cannot guarantee any kind of relief from the courts.

### **Intellectual Property Matters**

#### *Trademarks*

<b>Application or Registration #</b>	<b>Goods / Services</b>	<b>Mark</b>	<b>File Date</b>	<b>Registration Date</b>	<b>Country</b>
5795479	Deodorant for personal use	MYRO	March 29, 2018	July 2, 2019	USA

#### *Patents*

<b>Patent /Publication Number/ Patent #</b>	<b>Type</b>	<b>Title</b>	<b>File/Grant Date</b>	<b>Country</b>
US202000541 10A1 / WO202004115 5A1	Utility	Dispensing system	Pending	USA
CA185857S	Utility	Deodorant case	May 6, 2020	Canada

From time to time, the Company may be the target of patent infringement suits, typically brought by-so-called non-practicing entities (commonly known as patent trolls). Although these suits must be taken seriously, and the Company intends to defend itself vigorously, suits involving non-practicing entities often involve non-material monetary settlements.

At this time, the Company is not aware of any patent infringement suits against it, or contemplated to be brought against it, which could significantly affect its financial position.

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## MANAGEMENT

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### **DIRECTORS AND OFFICERS**

#### ***Georgiy Laptevsky, Chief Executive Officer and Director***

Georgiy Laptevsky is an entrepreneur and growth hacker. Born and raised in the Siberian-border city of Chelyabinsk, Russia, Mr. Laptevsky moved to New York in 2005 and spent over 10 years of his marketing career in the wine and automobile industries, as well as the food industry at meal kit service company Plated, where he led the customer acquisition function. Prior to funding Myro, Mr. Laptevsky helped build multiple direct-to-consumer brands including Plated, Lot18, FreeScore, etc.

Mr. Laptevsky holds an MBA from the CUNY Zicklin School of Business.

#### ***Vishal Vasishth, Director***

Vishal Vasishth defines himself as an investor in and builder of companies with inspiring purpose. In addition to his current role as Director of the Company, Mr. Vasishth is also the Managing Director of Obvious Ventures, a venture capital firm investing in startups reimagining trillion-dollar industries through a world positive lens. Vishal Vasishth has demonstrated a track record of operating and investing in both the USA and Asia and creating value across diverse consumer oriented businesses. Mr. Vasishth was selected as a Henry Crown fellow of the Aspen Institute and a Next Generation Fellow of the American Assembly, both fellowships that recognize value-based leaders. Vishal Vasishth is a former executive at Patagonia, Revolution LLC & SONG Investments.

Mr. Vasishth holds a B. Tech degree in India, a Master's degree in Sciences from North Carolina State University and an MBA from UCLA's Anderson School of Management.

#### ***John Wergeles, Chief Operating Officer***

John Wergeles is a beauty and personal care industry veteran with over \$1B+ in new products created and launched over his 3 decade career. John Wergeles always had a knack for turning new product concepts sketched on a napkin into real-life best-sellers. From handling food operations at Heinz to manufacturing razors at Edgewell, Mr. Wergeles has had a unique experience delivering millions of units of goods through retail, D2C and everything in between to end consumers.

Mr. Wergeles holds a BA degree from Lafayette College.

### **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.

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## CAPITALIZATION AND OWNERSHIP

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The following description summarizes important terms of the existing securities of the Company and does not provide every detail that may be of interest to Investors in this Offering. A description of the rights of the shareholders may be found in the Company's Third Amended and Restated Certificate of Incorporation attached thereto as **Exhibit D**, as well as Delaware General Corporate Law.

### Capitalization

The Company is currently authorized to issue 4,291,239 shares of common stock, par value \$0.0001 per share (the "**Common Stock**") and 2,636,322 shares of preferred stock, par value \$0.0001 per share (the "**Preferred Stock**").

### Capital Stock

The Company has issued the following outstanding capital stock:

Type	Common Stock
<b>Number of Shares Authorized</b>	4,291,239
<b>Number of Shares Outstanding</b>	1,121,913
<b>Par Value Per Share</b>	\$0.0001
<b>Voting Rights</b>	1 vote per share
<b>Anti-Dilution Rights</b>	N/A

Type	Preferred Stock (Series A)
<b>Number of Shares Authorized</b>	1,492,097
<b>Number of Shares Outstanding</b>	1,330,865
<b>Par Value Per Share</b>	\$0.0001
<b>Voting Rights</b>	1 vote per share
<b>Anti-Dilution Rights</b>	None
<b>Other Material Terms</b>	From and after the date of the issuance of any shares of Series A Preferred Stock, non-cumulative dividends at the rate per annum of \$0.35242 per share shall be payable on such shares of Series A Preferred Stock; 1x Liquidation Preference (pari passu basis with each other holder of Preferred Stock).

Type	Preferred Stock (Series Seed-1)
<b>Number of Shares Authorized</b>	502,234
<b>Number of Shares Outstanding</b>	502,234
<b>Par Value Per Share</b>	\$0.0001
<b>Voting Rights</b>	1 vote per share

<b>Anti-Dilution Rights</b>	None
<b>Other Material Terms</b>	From and after the date of the issuance of any shares of Series Seed-1 Preferred Stock, non-cumulative dividends at the rate per annum of \$0.23893 per share shall be payable on such shares of Series Seed-1 Preferred Stock; 1x Liquidation Preference (pari passu basis with each other holder of Preferred Stock).

<b>Type</b>	Preferred Stock (Series Seed-2)
<b>Number of Shares Authorized</b>	51,793
<b>Number of Shares Outstanding</b>	51,793
<b>Par Value Per Share</b>	\$0.0001
<b>Voting Rights</b>	1 vote per share
<b>Anti-Dilution Rights</b>	None
<b>Other Material Terms</b>	From and after the date of the issuance of any shares of Series Seed-2 Preferred Stock, non-cumulative dividends at the rate per annum of \$0.16496 per share shall be payable on such shares of Series Seed-2 Preferred Stock; 1x Liquidation Preference (pari passu basis with each other holder of Preferred Stock).

<b>Type</b>	Preferred Stock (Series Seed-3)
<b>Number of Shares Authorized</b>	590,198
<b>Number of Shares Outstanding</b>	544,798
<b>Par Value Per Share</b>	\$0.0001
<b>Voting Rights</b>	1 vote per share
<b>Anti-Dilution Rights</b>	None
<b>Other Material Terms</b>	From and after the date of the issuance of any shares of Series Seed-3 Preferred Stock, non-cumulative dividends at the rate per annum of \$0.35242 per share shall be payable on such shares of Series Seed-3 Preferred Stock; 1x Liquidation Preference (pari passu basis with each other holder of Preferred Stock).

### *Outstanding Options*

The Company has the following options outstanding:

<b>Type</b>	2017 Equity Incentive Plan
<b>Number of Shares Authorized/ Outstanding</b>	338,524 / 174,125
<b>Voting Rights</b>	1 vote per share upon exercise
<b>Anti-Dilution Rights</b>	None
<b>Other Material Terms</b>	All grants are typically subject to a vesting schedule

### ***Series Seed-3 Preferred Stock Stock Warrants***

On April 19, 2019, the Company issued Series Seed-3 Preferred Stock Stock Warrants to two investors (the “**Warrants**”). The Warrants entitle their holders to purchase up to 45,400 shares of Series Seed-3 Preferred Stock, with an exercise price equal to the lesser of (A) \$5.873733 per share and (B) the lowest price per share at which the Company has sold, after the date of issuance of the Warrants, shares of its Series Seed-3 Preferred Stock. Alternatively, the Warrant holders may elect to exercise their Warrants for shares of Preferred Stock in connection with a subsequent equity financing round.

### ***Convertible Notes***

<b>Type</b>	<b>Convertible Notes</b>
<b>Face Value</b>	\$425,000
<b>Voting Rights</b>	May have voting rights upon conversion
<b>Anti-Dilution Rights</b>	None
<b>Other Material Terms</b>	The Convertible Notes have no valuation cap.
<b>Interest Rate</b>	6%

### ***Republic Crowd SAFEs (Simple Agreements for Future Equity)***

On April 30, 2021, the Company received investment commitments totally approximately \$141,515.82 worth of Crowd SAFEs (Simple Agreements for Future Equity) via the OpenDeal Poral LLC d/b/a “Republic” registered funding portal pursuant to Section 4(a)(6) under the Securities Act (the “**Crowd SAFEs**”). This amount is subject to change, as the closing of the Crowd SAFE offering has yet to be finalized; the number will likely fall as investment commitments are rejected for failing to complete the subscription process; OpenDeal Portal LLC’s 2% Crowd SAFE commission will fall commensurately. The Crowd SAFEs were offered with a \$15,000,000 valuation cap (the “**Valuation Cap**”).

At the election of the Company, the Crowd SAFEs are convertible upon each future equity financing of greater than \$1,000,000 into CF Shadow Series Securities. **CF Shadow Series Securities** are securities identical to those issued in such future equity financing except 1) they do not have the right to vote on any matters except as required by law, 2) they must vote in accordance with the majority of the investors in such future equity financing with respect to any such required vote and 3) they are not entitled to any inspection or information rights (other than those that are deemed not waivable by laws). The Company has no obligation to convert the Crowd SAFEs in any future financing.

If the Company elects to convert the Crowd SAFEs upon the first equity financing, the Crowd SAFE purchaser will receive the number of CF Shadow Series Securities equal to the greater of the quotient obtained by dividing the amount the purchaser paid for the Crowd SAFEs (the “**Purchase Amount**”) by the First Equity Financing Price.

The “**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 or 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.

The “**SAFE Price**” shall mean the price per share equal to (x) the Valuation Cap divided by (y) the aggregate number as of immediately prior to the first equity financing greater than \$1,000,000 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 Simple Agreements for Future Equity, and (iv) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or Simple Agreements for Future Equity.

A complete description of the Crowd SAFE is provided in the Company’s Form C and publicly available on the SEC Edgar site here:

<https://www.sec.gov/Archives/edgar/data/1729128/000172912821000002/myroformc.pdf>

## Debt

The Company has the following debt outstanding:

<b>Creditor</b>	Venture Lending & Leasing VIII, Inc.
<b>Amount Outstanding</b>	\$597,411
<b>Interest Rate and Amortization Schedule</b>	12.25%
<b>Other Material Terms</b>	Payments of \$12,820 due each month.
<b>Maturity Date</b>	February 1, 2022

<b>Creditor</b>	Venture Lending & Leasing IX, Inc.
<b>Amount Outstanding</b>	\$597,411
<b>Interest Rate and Amortization Schedule</b>	12.25%
<b>Other Material Terms</b>	Payments of \$12,820 due each month.
<b>Maturity Date</b>	February 1, 2022

<b>Creditor</b>	Target Corporation
<b>Amount Outstanding</b>	\$1,441,032
<b>Interest Rate and Amortization Schedule</b>	0%
<b>Other Material Terms</b>	Payable in monthly installments of \$20,000 until paid in full.

<b>Creditor</b>	Handson Corporation
<b>Amount Outstanding</b>	\$1,720,062
<b>Interest Rate and Amortization Schedule</b>	0%
<b>Other Material Terms</b>	Payable in monthly installments of \$1,000 until paid in full.

<b>Creditor</b>	American Express
<b>Amount Outstanding</b>	\$60,162
<b>Interest Rate and Amortization Schedule</b>	0%
<b>Other Material Terms</b>	Payable in monthly installments of \$22,956 until paid in full.
<b>Maturity Date</b>	July 1, 2021

<b>Creditor</b>	Facebook
<b>Amount Outstanding</b>	\$42,519
<b>Interest Rate and Amortization Schedule</b>	0%
<b>Other Material Terms</b>	No Interest accruing. If payments are not made interest will accrue at 10% per annum. This balance is to be paid in monthly installments.

<b>Creditor</b>	SM2
<b>Amount Outstanding</b>	68,440
<b>Other Material Terms</b>	No Interest accruing. No amortization schedule.
<b>Maturity Date</b>	Payable on demand.

<b>Creditor</b>	JLB
<b>Amount Outstanding</b>	\$50,954
<b>Interest Rate and Amortization Schedule</b>	0%
<b>Other Material Terms</b>	This balance is to be paid in monthly installments of \$20,000.00 until the balance is paid in full.

<b>Creditor</b>	PPP
<b>Amount Outstanding</b>	\$352,792
<b>Interest Rate and Amortization Schedule</b>	0.98%
<b>Other Material Terms</b>	If loan is not forgiven. This loan is eligible for forgiveness on costs incurred for payroll costs, payment on a covered rent obligation and any covered utility payment. The first payment date is ten months after the release of funds. The funds were received April 10, 2020.
<b>Maturity Date</b>	2050

<b>Creditor</b>	PPP - Second Loan
<b>Amount Outstanding</b>	\$348,888
<b>Interest Rate and Amortization Schedule</b>	1%
<b>Other Material Terms</b>	If loan is not forgiven. This loan is eligible for forgiveness on costs incurred for payroll costs, payment on a covered rent obligation and any covered utility payment. The first payment

	date is ten months after the release of funds. The funds were received March 5, 2021.
<b>Maturity Date</b>	2050

### **Investors' Rights Agreement; Right of First Refusal and Co-Sale Agreement; Voting Agreement**

The following is a summary of certain principal terms of the above-mentioned agreements.

- On February 6, 2020, the Company and investors in Series Seed-1 Preferred Stock, Series Seed-2 Preferred Stock, and Series Seed-3 Preferred Stock as well as two holders of Common Stock listed as “**Key Holders**” entered into a Second Amended and Restated Investors’ Rights Agreement (an “**IRA**”) which grants such investors certain registration rights. The IRA allows certain specific investors, as well as any non-competing investor that, individually or together with such investor’s affiliates, holds shares of Preferred Stock having an aggregate Original Issue Price (as defined in the Company’s Certificate of Incorporation) of no less than \$799,999 (as adjusted for any stock combination, stock split, stock dividend, recapitalization or other similar transaction) (a “**Major Investor**”) to receive certain information from the Company, as well as a right of first offer. The IRA was extended to purchasers of the Company’s Series A Preferred Stock.
- On February 6, 2020, the Company and investors in Series Seed-1 Preferred Stock, Series Seed-3 Preferred Stock as well as one holder of Common Stock listed as “**Key Holder**” entered into a Second Amended and Restated Right of First Refusal and Co-Sale Agreement (a “**ROFR**”). Pursuant to the ROFR, the Company’s Key Holder granted to the Company a right of first refusal. Additionally, the ROFR grants to the investors that are signatories thereto a secondary refusal right to purchase all or any portion of the stock that has not been purchased by the Company pursuant to the Company’s right of first refusal. Finally, if the stock subject to the right of first refusal is not purchased pursuant to such right of first refusal each respective signatory of the ROFR may elect to exercise a right to co-sale and participate on a pro rata basis in the proposed transfer. The ROFR was extended to purchasers of the Company’s Series A Preferred Stock.
- On February 6, 2020, the Company and investors in Series Seed-1 Preferred Stock, Series Seed-2 Preferred Stock, Series Seed-3 Preferred Stock and Series A Preferred Stock as well as two holders of Common Stock listed as “**Key Holders**” entered into a Second Amended and Restated Voting Agreement (the “**Voting Agreement**”). By signing the Voting Agreement, investors agreed, in particular, to vote to ensure that the size of the Company’s Board of Director remains at three Directors (five if Georgiy Laptevsky ceases to serve as CEO and Director) and to ensure that, while the size of the Board of Directors remains at three, a) the Director elected by the holders of Preferred Stock be designated by one specific investor, b) the Director elected by the holders of Common Stock be the CEO of the Company and c) the third Director be designated by agreement of each of the other Directors. Additionally, the Voting Agreement provides that, where each Director shall be entitled to one vote on each matter presented to the Board, for so long as Georgiy Laptevsky serves as CEO and Director, he shall be entitled to three votes on each such matter. The Voting Agreement also included certain drag-along provisions, and provides that the signatories

would vote in whatever manner as shall be necessary to increase the number of authorized shares of Common Stock to ensure that there will be sufficient shares of Common Stock available for conversion of all of the shares of Preferred Stock outstanding at any time.

## Previous Offerings of Securities

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

<b>Security Type</b>	<b>Principal Amount of Securities Sold</b>	<b>Amount of Securities Issued</b>	<b>Use of Proceeds</b>	<b>Issue Date</b>	<b>Exemption from Registration Used or Public Offering</b>
Common Stock	\$100	1,000,000	Working Capital	11-29-2017	Section 4(a)(2)
Common Stock	\$100,000	103,896	Working Capital	01-03-2018	Section 4(a)(2)
Common Stock	\$0	12,497	N/A	05-31-2018	Section 4(a)(2)
Common Stock	\$6,072	5,520	Working Capital	08-22-2020	Rule 701
Preferred Stock (Series A)	\$750,005	638,967	Working Capital	02-06-2020	Section 3(a)(9)
Preferred Stock (Series A)	\$50,003	8,513	Working Capital	02-06-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$25,004	4,257	Working Capital	02-06-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$75,002	12,769	Working Capital	02-06-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$100,000	17,025	Working Capital	02-06-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$200,001	34,050	Working Capital	02-06-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$0	8,821	N/A	02-06-2020	Section 3(a)(9)
Preferred Stock (Series A)	\$0	2,644	N/A	02-06-2020	Section 3(a)(9)
Preferred Stock (Series A)	\$0	13,276	N/A	02-06-2020	Section 3(a)(9)
Preferred Stock (Series A)	\$125,005	38,936	Working Capital	02-06-2020	Section 3(a)(9)
Preferred Stock (Series A)	\$0	2,206	N/A	02-06-2020	Section 3(a)(9)
Preferred Stock (Series A)	\$0	13,224	N/A	02-06-2020	Section 3(a)(9)

Preferred Stock (Series A)	\$0	43,639	N/A	02-06-2020	Section 3(a)(9)
Preferred Stock (Series A)	\$0	43,639	N/A	02-06-2020	Section 3(a)(9)
Preferred Stock (Series A)	\$0	43,639	N/A	02-06-2020	Section 3(a)(9)
Preferred Stock (Series A)	\$0	25,953	N/A	02-06-2020	Section 3(a)(9)
Preferred Stock (Series A)	\$175,002	29,794	Working Capital	03-20-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$102,961	17,529	Working Capital	03-19-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$25,004	4,257	Working Capital	05-06-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$49,997	8,512	Working Capital	05-22-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$0	153,224	N/A	06-25-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$24,999	4,256	Working Capital	06-04-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$24,999	4,256	Working Capital	06-05-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$24,999	4,256	Working Capital	06-18-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$124,999	21,281	Working Capital	06-23-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$250,004	42,563	Working Capital	06-24-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$175,002	29,794	Working Capital	06-29-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$174,996	29,793	Working Capital	08-24-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$74,996	12,768	Working Capital	09-10-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$24,999	4,256	Working Capital	08-27-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$24,999	4,256	Working Capital	09-01-2020	Rule 506(b) of Regulation D

Preferred Stock (Series A)	\$24,999	4,256	Working Capital	09-04-2020	Rule 506(b) of Regulation D
Preferred Stock (Series A)	\$24,999	4,256	Working Capital	09-18-2020	Rule 506(b) of Regulation D
Preferred Stock (Series Seed-1)	\$1,199,998	301,342	Working Capital	05-31-2018	Rule 506(b) of Regulation D
Preferred Stock (Series Seed-1)	\$349,998	87,891	Working Capital	05-31-2018	Rule 506(b) of Regulation D
Preferred Stock (Series Seed-1)	\$299,998	75,335	Working Capital	05-31-2018	Rule 506(b) of Regulation D
Preferred Stock (Series Seed-1)	\$99,997	25,111	Working Capital	05-31-2018	Rule 506(b) of Regulation D
Preferred Stock (Series Seed-1)	\$49,996	12,555	Working Capital	05-31-2018	Rule 506(b) of Regulation D
Preferred Stock (Series Seed-2)	\$0	14,850	N/A	05-31-2018	Section 3(a)(9)
Preferred Stock (Series Seed-2)	\$0	1,856	N/A	05-31-2018	Section 3(a)(9)
Preferred Stock (Series Seed-2)	\$0	1,846	N/A	05-31-2018	Section 3(a)(9)
Preferred Stock (Series Seed-2)	\$0	9,235	N/A	05-31-2018	Section 3(a)(9)
Preferred Stock (Series Seed-2)	\$0	5,536	N/A	05-31-2018	Section 3(a)(9)
Preferred Stock (Series Seed-2)	\$0	1,845	N/A	05-31-2018	Section 3(a)(9)
Preferred Stock (Series Seed-2)	\$0	9,224	N/A	05-31-2018	Section 3(a)(9)
Preferred Stock (Series Seed-2)	\$0	3,689	N/A	05-31-2018	Section 3(a)(9)
Preferred Stock (Series Seed-2)	\$0	3,712	N/A	05-31-2018	Section 3(a)(9)
Preferred Stock (Series Seed-3)	\$2,199,995	374,548	Working Capital	01-14-2019	Section 4(a)(2)
Preferred Stock (Series Seed-3)	\$500,002	85,125	Working Capital	01-14-2019	Section 4(a)(2)
Preferred Stock (Series Seed-3)	\$500,002	85,125	Working Capital	02-06-2019	Section 4(a)(2)

2017 Equity Incentive Plan (Options)	\$0	6,494	N/A	03-05-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	6,494	N/A	03-05-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	8,117	N/A	03-05-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	6,494	N/A	03-05-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	4,792	N/A	03-05-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	4,791	N/A	03-05-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	3,767	N/A	07-16-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	12,045	N/A	06-07-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	60,268	N/A	06-21-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	20,089	N/A	05-31-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	5,022	N/A	06-13-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,266	N/A	04-01-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,266	N/A	04-01-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	4,562	N/A	05-01-2018	Rule 701

2017 Equity Incentive Plan (Options)	\$0	4,562	N/A	05-01-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	782	N/A	06-01-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	782	N/A	06-01-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,363	N/A	07-01-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,363	N/A	07-01-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,156	N/A	08-01-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,156	N/A	08-01-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	12,045	N/A	06-07-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	60,268	N/A	06-21-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	5,022	N/A	08-29-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	30,134	N/A	01-03-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	60,268	N/A	01-03-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	4,500	N/A	01-03-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	5,000	N/A	12-26-2018	Rule 701

2017 Equity Incentive Plan (Options)	\$0	313	N/A	12-26-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	313	N/A	01-03-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,951	N/A	01-03-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,292	N/A	01-03-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,019	N/A	01-03-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,951	N/A	01-03-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,292	N/A	01-03-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,019	N/A	12-26-2018	Rule 701
2017 Equity Incentive Plan (Options)	\$0	5,000	N/A	01-03-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	30,134	N/A	01-03-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	313	N/A	01-03-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,019	N/A	01-03-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	957	N/A	01-03-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	591	N/A	01-03-2019	Rule 701

2017 Equity Incentive Plan (Options)	\$0	957	N/A	01-03-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	591	N/A	01-03-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	3,750	N/A	02-21-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	3,125	N/A	02-21-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	2,600	N/A	06-09-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,100	N/A	06-09-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	2,100	N/A	06-09-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	2,100	N/A	06-09-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,846	N/A	06-09-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	787	N/A	06-09-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	649	N/A	06-09-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	561	N/A	06-09-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	531	N/A	06-09-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	649	N/A	06-09-2019	Rule 701

2017 Equity Incentive Plan (Options)	\$0	561	N/A	06-09-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	531	N/A	06-09-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	455	N/A	06-09-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	455	N/A	06-09-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,200	N/A	09-23-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,100	N/A	09-23-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,100	N/A	09-23-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,400	N/A	09-23-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	2,900	N/A	09-23-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	2,900	N/A	09-23-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	2,250	N/A	09-23-2019	Rule 701
2017 Equity Incentive Plan (Options)	\$0	661	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	919	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	463	N/A	01-16-2020	Rule 701

2017 Equity Incentive Plan (Options)	\$0	463	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	463	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	463	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	463	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	463	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	463	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	463	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	463	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	463	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	463	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	1,350	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	661	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	661	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	849	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	463	N/A	01-16-2020	Rule 701

2017 Equity Incentive Plan (Options)	\$0	463	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	463	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	463	N/A	01-16-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	36,108	N/A	06-12-2020	Rule 701
2017 Equity Incentive Plan (Options)	\$0	5,500	N/A	06-12-2020	Rule 701
Warrants (Series Seed-3 Preferred Stock)	\$0	22,700	N/A	04-19-2019	Section 4(a)(2)
Warrants (Series Seed-3 Preferred Stock)	\$0	22,700	N/A	04-19-2019	Section 4(a)(2)
Convertible Note	\$40,000	1	Working Capital	01-09-2018	Section 4(a)(2)
Convertible Note	\$5,000	1	Working Capital	01-09-2018	Section 4(a)(2)
Convertible Note	\$5,000	1	Working Capital	02-12-2018	Section 4(a)(2)
Convertible Note	\$25,000	1	Working Capital	02-09-2018	Section 4(a)(2)
Convertible Note	\$15,000	1	Working Capital	02-14-2018	Section 4(a)(2)
Convertible Note	\$5,000	1	Working Capital	02-14-2018	Section 4(a)(2)
Convertible Note	\$25,000	1	Working Capital	02-16-2018	Section 4(a)(2)
Convertible Note	\$10,000	1	Working Capital	02-16-2018	Section 4(a)(2)
Convertible Note	\$10,000	1	Working Capital	01-09-2018	Section 4(a)(2)

Convertible Note	\$75,000	1	Working Capital	05-31-2019	Rule 506(b) of Regulation D
Convertible Note	\$100,000	1	Working Capital	06-17-2019	Rule 506(b) of Regulation D
Convertible Note	\$12,500	1	Working Capital	06-19-2019	Rule 506(b) of Regulation D
Convertible Note	\$50,000	1	Working Capital	06-21-2019	Rule 506(b) of Regulation D
Convertible Note	\$75,000	1	Working Capital	06-25-2019	Rule 506(b) of Regulation D
Convertible Note	\$15,000	1	Working Capital	06-26-2019	Rule 506(b) of Regulation D
Convertible Note	\$1,672,500	1	Working Capital	06-25-2019	Rule 506(b) of Regulation D
Convertible Note	\$250,000	1	Working Capital	08-27-2019	Rule 506(b) of Regulation D
Convertible Note	\$250,000	1	Working Capital	08-27-2019	Rule 506(b) of Regulation D
Convertible Note	\$250,000	1	Working Capital	08-27-2019	Rule 506(b) of Regulation D
Convertible Note	\$1,250,000	1	Working Capital	10-18-2019	Rule 506(b) of Regulation D
Convertible Note	\$150,000	1	Working Capital	10-21-2019	Rule 506(b) of Regulation D
Convertible Note	\$50,000	1	Working Capital	10-14-2020	Rule 506(b) of Regulation D
Convertible Note	\$25,000	1	Working Capital	10-16-2020	Rule 506(b) of Regulation D
Convertible Note	\$100,000	1	Working Capital	10-29-2020	Rule 506(b) of Regulation D
Convertible Note	\$50,000	1	Working Capital	10-30-2020	Rule 506(b) of Regulation D
Convertible Note	\$50,000	1	Working Capital	11-02-2020	Rule 506(b) of Regulation D
Convertible Note	\$25,000	1	Working Capital	11-02-2020	Rule 506(b) of Regulation D
Convertible Note	\$25,000	1	Working Capital	11-20-2020	Rule 506(b) of Regulation D

Convertible Note	\$25,000	1	Working Capital	12-21-2020	Rule 506(b) of Regulation D
Convertible Note	\$25,000	1	Working Capital	01-22-2021	Rule 506(b) of Regulation D
Convertible Note	\$25,000	1	Working Capital	02-05-2021	Rule 506(b) of Regulation D
Crowd SAFE	\$141,515.82*	536	Sales and Marketing, Inventory and Research & Development	4/30/2021	4(a)(6) - Reg. CF

\* This amount is subject to change, as the closing of the Crowd SAFE offering has yet to be finalized; the number will likely fall as investment commitments are rejected for failing to complete the subscription process; OpenDeal Portal LLC's 2% Crowd SAFE commission will fall commensurately.

### Valuation

The Company has ascribed no valuation to the Company; the Securities are priced arbitrarily. The Company is not relying on any current third-party valuation or appraisal in relation to this Offering of Securities. You are encouraged to determine your own independent value of the Company prior to investing.

### Ownership

Below the beneficial owners of 20% percent or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, are listed along with the amount they own.

Name	Amount and Type or Security Held	Percentage Owned Prior to Offering
Georgiy Laptevsky	1,014,850 on the basis of voting power (as converted to Common Stock) of which 1,000,000 shares are Common Stock and 14,850 shares are Series Seed-2 Preferred Stock.	25.80%

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**RELATED PERSON TRANSACTIONS AND CONFLICTS OF INTEREST**

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**Related Person Transactions**

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:

<b>Name</b>	Georgiy Laptevsky
<b>Relationship</b>	CEO
<b>Amount of Interest</b>	\$100,000
<b>Nature of Interest</b>	Georgiy Laptevsky invested \$100,000 in a Convertible Note with the Company.  The Convertible Note signed by Georgiy Laptevsky contains the exact same terms as the remaining Convertible Notes of the round (See Section titled ‘ <i>Convertible Notes</i> ’).

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## FINANCIAL DATA

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### ***GAAP Financials***

The Company has retained a certified public accounting firm and intends to maintain financial statements in accordance with U.S. generally accepted accounting principles on a going forward basis. The Company's financial statements (unaudited) are available hereto as **Exhibit C**.

The Company anticipates operating at a loss for the fiscal year of 2021 while the research, development, and further commercialization of our products are being completed. While we anticipate generating significant revenue in 2022, it is possible that the Company may realize an operating loss for that period as well.

### ***Cash and Cash Equivalents***

The Company considers all highly liquid investments with an original maturity of 90 days or less to be cash equivalents.

As of the date of this Memorandum, the Company had an aggregate of approximately \$175,000 in cash and cash equivalents. This cash provides the Company with approximately a 2-month runway once outstanding capital raising investments are deposited from the Company's Regulation CF offering that was completed in April 2021 and based on the Company's monthly burn rate.

### ***Liquidity and Capital Resources***

In April 2021, the Company completed an offering campaign pursuant to Regulation CF and raised the net proceeds of \$126,964.30. This amount is subject to change, as the closing of the Crowd SAFE offering has yet to be finalized; the number will likely fall as investment commitments are rejected for failing to complete the subscription process; OpenDeal Portal LLC's 2% Crowd SAFE commission will fall commensurately. As of the date of this Memorandum, the Company only received a first disbursement of \$75,000.00 in connection with the offering of Crowd SAFEs, with remainder to be released upon finalization of the closing. The Company currently does not have any additional outside sources of capital.

### ***Capital Expenditures and Other Obligations***

The Company does not intend to make any material capital expenditures in the near future.

### ***Regulation Crowdfunding Annual Reporting Requirements***

As the Company has sold securities in a Regulation Crowdfunding offering, it is required to provide an annual report on Form C-AR no later than 120 days after the end of its fiscal year. The report must be filed on EDGAR and posted on the Company's website. The annual report requires

information similar to what is required in the offering statement, although neither an audit nor a review of the financial statements is required.

The Company's annual report on Form C-AR is available on the SEC Edgar site here:

<https://www.sec.gov/Archives/edgar/data/0001729128/000106299321004084/0001062993-21-004084-index.htm>

The Company may terminate its reporting obligations in the future in accordance with Rule 202(b) of Regulation CF (§ 227.202(b)) by 1) being required to file reports under Section 13(a) or Section 15(d) of the Exchange Act of 1934, as amended, 2) filing at least one annual report pursuant to Regulation CF and having fewer than 300 holders of record, 3) filing annual reports for three years pursuant to Regulation CF and having assets equal to or less than \$10,000,000, 4) the repurchase of all the Securities sold pursuant to Regulation Crowdfunding by the Company or another party, or 5) the liquidation or dissolution of the Company.

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## USE OF PROCEEDS

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*The net proceeds to the Company from the sale of the SAFEs offered hereby are estimated to be \$910,000 after deducting fees and estimated expenses. If less than \$1,000,000 of SAFEs are actually sold in this Offering, the net 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 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 currently plan to use the net proceeds of this Offering to:

- Invest in R&D to expand current and upcoming product lines;
- Acquire customers for current and upcoming product lines;
- Invest in personnel to expand wholesale footprint; and
- Other business purposes as may be determined by management.

Further, management of the Company will have authority, in its sole discretion, to determine the actual uses of such proceeds. 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 accept such subscriptions and receive funds.

**We intend to retain all payments for subscription, regardless of the aggregate dollar amount of the Securities sold. Consequently, there can be no assurance that the funds we receive in this Offering will actually be adequate to pursue our intended activities.**

Pending the use of the net proceeds of this Offering for the purposes described above, we intend to deposit these proceeds in such banks, trust companies or other depositories as we may select.

Assuming our receipt of \$1,000,000 of proceeds from this Offering, we anticipate an application of such proceeds as is set forth in the chart below. However, the amounts and timing of our actual expenditures will depend upon numerous factors, including the extent of product development & testing, the time actually required to develop and commercialize new products and services, our patent approvals, salaries, equipment and raw material costs, the amount of cash, if any, generated by our operations, and the actions of our competitors. In addition, these and other market factors, some of which are not yet known, may require us to allocate portions of the net proceeds for purposes other than those described above or set forth in the chart below.

Category	Amount*	%
Personnel	\$150,000	15%
Marketing	\$370,000	37%

Technology	\$300,000	30%
Operations	\$50,000	5%
Manufacturing	\$40,000	4%
Legal Expenses	\$10,000	1%
ODB Fee	\$60,000	6%
Escrow Fee	\$20,000	2%
<b>Total</b>	<b>\$1,000,000</b>	<b>100%</b>

\*These allocations are only estimates and are subject to change in the Company's sole discretion and without notice. The failure by the management team to apply these funds effectively could have a material adverse effect on the Company.

**ANTI-MONEY LAUNDERING**

<b>The USA PATRIOT Act</b>	<b>What is money laundering?</b>	<b>How big is the problem and why is it important?</b>
<p>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.</p>	<p>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.</p>	<p>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.</p>

**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<sup>1</sup> or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

- 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<sup>2</sup>, or any immediate family<sup>3</sup> member or close associate<sup>4</sup> (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

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<sup>1</sup> These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

<sup>2</sup> 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.

<sup>3</sup> “Immediate family” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

<sup>4</sup> 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.

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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## PLAN OF DISTRIBUTION

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### **“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.

### **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 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.

Due to ODB’s securities commission, 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, you must make a commitment to invest directly to the Company, according to the Company’s procedures as outlined on the Platform. Purchasers and the Company will review and electronically sign validated subscription documents and a final executed version of the documents will be available to the Purchaser. Payment by Purchaser that is directed to an account maintained for the benefit of the Offering by Prime Trust may be made by wire transfer, check or any other method of payment permissible under applicable law and approved by the Company’s Board of Directors (or any combination of such methods of payment) and shall be deemed accepted by the Company upon acceptance of the subscription and satisfaction

of the Company's procedures, including but not limited to verification of the accreditation status of the prospective Purchaser. The Company reserves the right, in its sole discretion, to reject any subscription by any Purchaser. In the event a Purchaser's investment is rejected, Purchaser shall receive a full refund of its investment without interest or offset. The Offering is not subject to the sale of a minimum offering amount. Subscription proceeds will be available for use by the Company as soon as the Company accepts such subscriptions and receives funds. Each Investor will be required to deliver to the Company a fully completed, dated and signed copy of the SAFE instrument together with (i) exhibits and (ii) any documents requested by the Company and its agents, including OpenDeal Broker LLC and its representatives, for the purpose of satisfying the Company's due diligence obligations at prior to the Offering Deadline and send full payment of any consideration to the payment and escrow agent, Prime Trust to effect its purchase of the Securities. Once made, subscriptions are irrevocable.

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## SUITABILITY OF INVESTMENT

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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 that 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 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.

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## CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

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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.

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## WHERE YOU CAN FIND MORE INFORMATION

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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 Third Amended and Restated Certificate of Incorporation is attached hereto as **Exhibit D** and other documents referred to in this Memorandum are available on request and may be reviewed by prospective Purchasers for a complete understanding of their provisions. The statements in this Memorandum with respect to those documents do not purport to be complete and are qualified in their entirety by reference to the documents themselves.

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EXHIBIT A  
*Offering Page*

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**EXHIBIT B**  
*Form of SAFE*

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EXHIBIT C  
*Financial Statements*

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**EXHIBIT D**  
*Third Amended and Restated Certificate of Incorporation*

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