

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM C

UNDER THE SECURITIES ACT OF 1933

(Mark one.)

- Form C: Offering Statement
- Form C-U: Progress Update
- Form C/A: Amendment to Offering Statement
- Check box if Amendment is material and investors must reconfirm within five business days.
- Form C-AR: Annual Report
- Form C-AR/A: Amendment to Annual Report
- Form C-TR: Termination of Reporting

Issuer Information

Name of issuer

Mealthy, Inc.

Legal status of issuer

Form

C-Corporation

Jurisdiction of Incorporation/Organization

Delaware

Date of organization

August 15, 2017

Physical address of issuer

110 San Antonio Street, Austin, TX, US

Website of issuer

<https://mealthy.com/>

Name of intermediary through which the offering will be conducted

OpenDeal Portal LLC dba "Republic"

CIK number of intermediary

0001603038

SEC file number of intermediary

008-69440

CRD number, if applicable, of intermediary

283874

Name of qualified third party "Escrow Agent" which the Offering will utilize
Prime Trust LLC

Offering Information

Amount of compensation to be paid to the intermediary, whether as a dollar amount or a percentage of the offering amount, or a good faith estimate if the exact amount is not available at the time of the filing, for conducting the offering, including the amount of referral and any other fees associated with the offering
6% of the amount raised in the Offering.

Any other direct or indirect interest in the issuer held by the intermediary, or any arrangement for the intermediary to acquire such an interest
The Intermediary will receive a Security-compensation equal to 2% of the total number of Securities sold in the Offering.

Type of security offered
Crowd Safe Unites of SAFE (Simple Agreement for Future Equity)

Target number of Securities to be offered
25,000

Price (or method for determining price)
\$1.00

Target offering amount
\$25,000.00

Oversubscriptions accepted:

- Yes
- No

Oversubscriptions will be allocated:

- Pro-rata basis
- First-come, first-served basis
- Other: At the Company's discretion

Maximum offering amount (if different from target offering amount)
\$1,070,000

Deadline to reach the target offering amount
December 31, 2019

If the sum of the investment commitments does not equal or exceed the target offering amount at the deadline to reach the target offering amount, no Securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.

Current number of employees
10

Annual Report Disclosure Requirements

	Most recent fiscal year-end	Prior fiscal year-end
Total Assets	\$1,823,075	\$1,191,780
Cash & Cash Equivalents	\$524,462	\$24,439
Accounts Receivable	\$315,150	\$77,019
Short-term Debt	\$316,999	\$9,807
Long-term Debt	\$0	\$0
Revenues/Sales	\$6,322,361	\$261,384
Cost of Goods Sold	\$6,062,263	\$742,138
Taxes Paid	\$0	\$0
Net Income	-\$1,922,641	-\$2,174,147

The jurisdictions in which the issuer intends to offer the Securities:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District Of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virgin Islands, U.S., Virginia, Washington, West Virginia, Wisconsin, Wyoming, American Samoa, and Northern Mariana Islands

Signature

SIGNATURE

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C and has duly caused this Form to be signed on its behalf by the duly authorized undersigned.

/s/ Jose Bernardo De La Vega

(Signature)

Jose Bernardo De La Vega

(Name)

President

(Title)

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), this Form C has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jose Bernardo De La Vega

(Signature)

Jose Bernardo De La Vega

(Name)

President, Secretary, Treasurer, & Sole Director

(Title)

May 13, 2019

(Date)

Instructions.

1. The form shall be signed by the issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of directors or persons performing similar functions.
2. The name of each person signing the form shall be typed or printed beneath the signature.

Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

EXHIBITS

EXHIBIT A: Offering Memorandum

EXHIBIT B: Disclaimers

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EXHIBIT A
OFFERING MEMORANDUM PART II OF OFFERING STATEMENT
(EXHIBIT A TO FORM C)

May 13, 2019

Mealthy, Inc.



Up to \$1,070,000 of Crowd Safe Units of SAFE (Simple Agreement for Future Equity)

Mealthy, Inc. (“**Mealthy**” the “**Company**,” “**we**,” “**us**,” or “**our**”), is offering up to \$1,070,000 worth of Crowd SAFE units of SAFE (Simple Agreement for Future Equity) of the Company (the “**Securities**”). Purchasers of Securities are sometimes referred to herein as “**Purchasers**”. The minimum target offering is \$25,000 (the “**Target Amount**”). The Company intends to raise at least the Target Offering amount and up to \$1,070,000.00 from Investors in the offering of Securities described in this Form C (this “**Offering**”). This Offering is being conducted on a best efforts basis and the Company must reach its Target Amount of \$25,000 by December 31, 2019 (“**Offering Deadline**”). Unless the Company raises at least the Target Amount under the Regulation CF Offering by the Offering Deadline no Securities will be sold in this Offering, investment commitments will be cancelled, and committed funds will be returned. The Company will accept oversubscriptions to the Offering, at the Company’s discretion.

The rights and obligations of the holders of Securities of the Company are set forth below in the section entitled “*The Offering and the Securities—The Securities*”. In order to purchase Securities, a prospective investor must complete the purchase process through the Intermediary’s portal. Purchases may be accepted or rejected by the Company, in its sole and absolute discretion. The Company has the right to cancel or rescind its offer to sell the Securities at any time and for any reason. The Intermediary has the ability to reject any investment commitment made by a Purchaser and may cancel or rescind the Company’s offer to sell the Securities at any time for any reason.

A crowdfunding investment involves substantial risk. You should not invest any funds in this Offering unless you can afford to lose your entire investment.

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 or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.

The U.S. Securities and Exchange Commission (the “SEC”) does not pass upon the merits of any Securities offered or the terms of the Offering, nor does it pass upon the accuracy or completeness of any Offering document or literature.

These Securities are offered under an exemption from registration; however, the SEC has not made an independent determination that these Securities are exempt from registration.

This disclosure document contains forward-looking statements and information relating to, among other things, the Company, its business plan and strategy, and its industry. These forward-looking statements are based on the beliefs of, assumptions made by, and information currently available to the Company's management. When used in this disclosure document and the Company Offering materials, the words "estimate", "project", "believe", "anticipate", "intend", "expect", and similar expressions are intended to identify forward-looking statements. These statements reflect management's current views with respect to future events and are subject to risks and uncertainties that could cause the Company's action results to differ materially from those contained in the forward-looking statements. Investors are cautioned not to place undue reliance on these forward-looking statements to reflect events or circumstances after such state or to reflect the occurrence of unanticipated events.

The Company has certified that all of the following statements are TRUE for the Company in connection with this Offering:

- (1) Is organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia;
- (2) Is not subject to the requirement to file reports pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 (the "**Exchange Act**") (15 U.S.C. 78m or 78o(d));
- (3) Is not an investment company, as defined in section 3 of the Investment Company Act of 1940 (15 U.S.C. 80a-3), or excluded from the definition of investment company by section 3(b) or section 3(c) of that Act (15 U.S.C. 80a-3(b) or 80a-3(c));
- (4) Is not ineligible to offer or sell securities in reliance on section 4(a)(6) of the Securities Act of 1933 (the "**1933 Act**") (15 U.S.C. 77d(a)(6)) as a result of a disqualification as specified in § 227.503(a);
- (5) Has filed with the SEC and provided to investors, to the extent required, any ongoing annual reports required by law during the two years immediately preceding the filing of this Form C; and
- (6) Has a specific business plan, which is not to engage in a merger or acquisition with an unidentified company or companies.

Bad Actor Disclosure

The Company is not subject to any Bad Actor Disqualifications under any relevant U.S. securities laws.

Ongoing Reporting

Following the first sale of the Securities, the Company will file a report electronically with the Securities & Exchange Commission annually and post the report on its website, no later than 120 days after the end of the company's fiscal year.

Once posted, the annual report may be found on the Company's website at <https://mealthy.com/>.

The Company must continue to comply with the ongoing reporting requirements until:

- (1) the Company is required to file reports under Section 13(a) or Section 15(d) of the Exchange Act;
- (2) the Company has filed at least three annual reports pursuant to Regulation CF and has total assets that do not exceed \$10,000,000;
- (3) the Company has filed at least one annual report pursuant to Regulation CF and has fewer than 300 holders of record;
- (4) the Company or another party repurchases all of the Securities issued in reliance on Section 4(a)(6) of the 1933 Act, including any payment in full of debt securities or any complete redemption of redeemable securities; or
- (5) the Company liquidates or dissolves its business in accordance with state law.

Neither the Company nor any of its predecessors (if any) previously failed to comply with the ongoing reporting requirement of Regulation CF.

Updates

Updates on the status of this Offering may be found at: <https://www.republic.co/mealthy>.

About this Form C

You should rely only on the information contained in this Form C. We have not authorized anyone to provide you with information different from that contained in this Form C. We are offering to sell, and seeking offers to buy the Securities only in jurisdictions where offers and sales are permitted. You should assume that the information contained in this Form C is accurate only as of the date of this Form C, regardless of the time of delivery of this Form C or of any sale of Securities. Our business, financial condition, results of operations, and prospects may have changed since that date.

Statements contained herein as to the content of any agreements or other document are summaries and, therefore, are necessarily selective and incomplete and are qualified in their entirety by the actual agreements or other documents. The Company will provide the opportunity to ask questions of and receive answers from the Company's management concerning terms and conditions of the Offering, the Company or any other relevant matters and any additional reasonable information to any prospective Purchaser prior to the consummation of the sale of the Securities.

This Form C does not purport to contain all of the information that may be required to evaluate the Offering and any recipient hereof should conduct its own independent analysis. The statements of the Company contained herein are based on information believed to be reliable. No warranty can be made as to the accuracy of such information or that circumstances have not changed since the date of this Form C. The Company does not expect to update or otherwise revise this Form C or other materials supplied herewith. The delivery of this Form C at any time does not imply that the information contained herein is correct as of any time subsequent to the date of this Form C. This Form C is submitted in connection with the Offering described herein and may not be reproduced or used for any other purpose.

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SUMMARY

The Business

The following summary is qualified in its entirety by more detailed information that may appear elsewhere in this Form C and the Exhibits hereto. Each prospective Purchaser is urged to read this Form C and the Exhibits hereto in their entirety.

Mealthy, Inc. is a Delaware Corporation, formed on August 15, 2017.

The Company is located at 110 San Antonio Street, Austin, TX.

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

The Company conducts business from its offices in Austin, TX.

A description of our products as well as our services, process, and business plan can be found on the Company's profile page on the OpenDeal Portal LLC dba Republic website under <https://www.republic.co/mealthy> and is attached as

EXHIBIT C

The Offering

Minimum amount of Securities being offered	\$25,000
Minimum amount of Units of Crowd SAFE (Simple Agreement for Future Equity) being offered	25,000
Total Units of Crowd SAFE (Simple Agreement for Future Equity) outstanding after Offering (if minimum amount reached)	25,000 ⁺
Maximum amount of Securities being offered	\$1,070,000
Maximum amount of Units of Crowd SAFE (Simple Agreement for Future Equity)	1,070,000
Total Units of Crowd SAFE (Simple Agreement for Future Equity) outstanding after Offering (if maximum amount reached)	1,070,000 ⁺
Purchase price per Security	\$1.00
Minimum investment amount per investor	\$100.00*
Offering deadline	December 31, 2019
Use of Proceeds	See the description of the use of proceeds on page 20 hereof.
Voting Rights	See the description of the voting rights on pages 31.

* The Company reserves the right to adjust the minimum investment amount per investor in its sole discretion.

⁺ The total number of the Securities outstanding is subject to increase in an amount equivalent to the Intermediary's commission of 2% of the Securities issued in the Offering(s).

The Offering is being made through OpenDeal Portal LLC dba Republic (the "Intermediary"). The Intermediary will be entitled to receive 2.0% of the Securities being issued in this Offering, related to the purchase and sale of the Securities.

	Price to Investors	Service Fees and Commissions (1)(2)	Net Proceeds
Minimum Individual Purchase Amount (3)	\$100.00	\$6.00	\$94.00
Aggregate Minimum Offering Amount	\$25,000.00	\$1,500.00	\$23,500.00
Aggregate Maximum Offering Amount	\$1,070,000.00	\$64,200.00	\$1,000,580.00

(1) This excludes fees to Company's advisors, such as attorneys and accountants.

(2) The Intermediary will receive 2.0% of the Securities being issued in this Offering in connection with the Offering.

- (3) The Company reserves the right to amend the Minimum Individual Purchase Amount, in its sole discretion.

RISK FACTORS

The SEC requires the Company to identify risks that are specific to its business and financial condition. The Company is still subject to all the same risks that all companies in its business, and all companies in the economy, are exposed to. These include risks relating to economic downturns, political and economic events and technological developments (such as hacking and the ability to prevent hacking). Additionally, early-stage companies are inherently riskier than more developed companies. You should consider general risks as well as specific risks when deciding whether to invest.

Risks Related to the Company's Business and Industry

We have a limited operating history upon which you can evaluate our performance, and accordingly, our prospects must be considered in light of the risks that any new company encounters.

The Company is still in an early phase and is just beginning to implement its business plan. There can be no assurance that it will ever operate profitably. The likelihood of its success should be considered in light of the problems, expenses, difficulties, complications and delays usually encountered by companies in their early stages of development. The Company may not be successful in attaining the objectives necessary for it to overcome these risks and uncertainties.

The amount of capital the Company is attempting to raise in this Offering may not be enough to sustain the Company's current business plan.

In order to achieve the Company's near and long-term goals, the Company may need to procure funds in addition to the amount raised in the Offering. There is no guarantee the Company will be able to raise such funds on acceptable terms or at all. If we are not able to raise sufficient capital in the future, we may not be able to execute our business plan, our continued operations will be in jeopardy and we may be forced to cease operations and sell or otherwise transfer all or substantially all of our remaining assets, which could cause a Purchaser to lose all or a portion of his or her investment.

We rely on other companies to provide components and services for our products.

We depend on suppliers and subcontractors to meet our contractual obligations to our customers and conduct our operations. Our ability to meet our obligations to our customers may be adversely affected if suppliers or subcontractors do not provide the agreed-upon supplies or perform the agreed-upon services in compliance with customer requirements and in a timely and cost-effective manner. Likewise, the quality of our products may be adversely impacted if companies to whom we delegate manufacture of major components or subsystems for our products, or from whom we acquire such items, do not provide components which meet required specifications and perform to our and our customers' expectations. Our suppliers may be unable to quickly recover from natural disasters and other events beyond their control and may be subject to additional risks such as financial problems that limit their ability to conduct their operations. The risk of these adverse effects may be greater in circumstances where we rely on only one or two subcontractors or suppliers for a particular component.

The Company is not subject to Sarbanes-Oxley regulations and may lack the financial controls and procedures of public companies.

The Company may not have the internal control infrastructure that would meet the standards of a public company, including the requirements of the Sarbanes Oxley Act of 2002. As a privately-held (non-public) Company, the Company is currently not subject to the Sarbanes Oxley Act of 2002, and its financial and disclosure controls and procedures reflect its status as a development stage, non-public company. There can be no guarantee that there are no significant deficiencies or material weaknesses in the quality of the Company's financial and disclosure controls and procedures. If it were necessary to implement such

financial and disclosure controls and procedures, the cost to the Company of such compliance could be substantial and could have a material adverse effect on the Company's results of operations.

We may implement new lines of business or offer new products and services within existing lines of business.

As an early-stage company, we may implement new lines of business at any time. There are substantial risks and uncertainties associated with these efforts, particularly in instances where the markets are not fully developed. In developing and marketing new lines of business and/or new products and services, we may invest significant time and resources. Initial timetables for the introduction and development of new lines of business and/or new products or services may not be achieved, and price and profitability targets may not prove feasible. We may not be successful in introducing new products and services in response to industry trends or developments in technology, or those new products may not achieve market acceptance. As a result, we could lose business, be forced to price products and services on less advantageous terms to retain or attract clients, or be subject to cost increases. As a result, our business, financial condition or results of operations may be adversely affected.

We may not be able to retain and/or hire key management and employees.

The success of and ability to implement our business plan will depend upon the continued contributions of key management. The loss of the services of certain of these executives would have a material adverse effect. In addition, as we continue to execute on our business plan, we will require the hiring of additional qualified management and personnel. There is no guarantee that we will be able to attract such personnel.

We rely on third parties to provide our primary technology and merchant services.

We currently rely on third parties to provide the backbone of our technology and merchant services. These companies include Amazon, Amazon Web Services, Shopify, Google Suite, Slack, and other companies. Any disruptions to these third-party services might cause system interruptions and delays and loss of critical data and could diminish our reputation and brand name.

Intellectual property claims or defense could affect our primary business.

We do not believe that any of our products or services infringe upon the intellectual property rights of third parties in any material respect. There can be no assurance, however, that third parties will not claim infringement with respect to current or future products, services, or activities. Any infringement claim, with or without merit, could result in substantial costs and diversion of management and financial resources, and could therefore have a material adverse effect.

Collection of customer data

Through the Company's website and applications, the Company collects personal information from its customers and users. While the Company takes steps to protect this data, there is a risk that the data could become compromised. Additionally, the Company may now or in the future be subject to various privacy regulations and laws in the jurisdictions in which it operates.

Use of Proceeds Risks

The Company intends to primarily use the proceeds to purchase inventory. Depending on the amount raised, the Company may use the full amount it receives from this offering to purchase additional inventory. If the Company is unable to sell the inventory, the Company could be left with unsellable inventory, which could impact the Company's ability to continue its operations.

Additional business risk

The Company sells physical consumer goods, and there is a risk that a percentage of those goods could turn out to be faulty. If this occurs, the Company could incur losses due to warranty requirements or resolving claims by consumers of a faulty product which caused harm to persons or property. The Company obtains many of its components for producing its products from overseas vendors. This creates international governmental and regulatory risk related to the general economic climate of both the United States and other countries, including potential tariffs or other trade related matters associated with the purchase and production of overseas goods. The Company's success is dependent on the Company's ability to promote and sell its products. There is a risk that the Company will be unable to successfully find partners, promoters, and retailers that are necessary to promote its products to the market. There is a limited market in which to sell the Company's products, and the Company is a new entrant into this market. There is risk that the Company will not be able to obtain sufficient market share or that the market is insufficient to support the Company's overall business and goals.

Risks Related to the Securities

The units of SAFE will not be freely tradable until one year from the initial purchase date. Although the units of SAFE may be tradable under federal securities law, state securities regulations may apply, and each Purchaser should consult with his or her attorney.

You should be aware of the long-term nature of this investment. There is not now and likely will not be a public market for the units of SAFE. Because the units of SAFE have not been registered under the Securities Act or under the securities laws of any state or non-United States jurisdiction, the units of SAFE have transfer restrictions and cannot be resold in the United States except pursuant to Rule 501 of Regulation CF. It is not currently contemplated that registration under the Securities Act or other securities laws will be affected. Limitations on the transfer of the units of SAFE may also adversely affect the price that you might be able to obtain for the units of SAFE in a private sale. Purchasers should be aware of the long-term nature of their investment in the Company. Each Purchaser in this Offering will be required to represent that it is purchasing the Securities for its own account, for investment purposes and not with a view to resale or distribution thereof.

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

Purchasers will not have an ownership claim to the Company or to any of its assets or revenues for an indefinite amount of time and depending on when and how the Securities are converted, the Purchasers may never become equity holders of the Company. Purchasers will not become equity holders of the Company unless the Company receives a future round of financing great enough to trigger a conversion and the Company elects to convert the Securities into CF Shadow Series Securities. The Company is under no obligation to convert the Securities into CF Shadow Securities (the type of equity Securities Purchasers

are entitled to receive upon such conversion). In certain instances, such as a sale of the Company or substantially all of its assets, an IPO or a dissolution or bankruptcy, the Purchasers may only have a right to receive cash, to the extent available, rather than equity in the Company.

Purchasers will not have voting rights, even upon conversion of the Securities into CF Shadow Securities; upon the conversion of the Crowd SAFE to CF Shadow Securities (which cannot be guaranteed), holders of Shadow Securities will be required to enter into a proxy with the intermediary to ensure any statutory voting rights are voted in tandem with the majority holders of whichever series of securities the Shadow Securities follow.

Purchasers will not have the right to vote upon matters of the Company even if and when their Securities are converted into CF Shadow Securities (which the occurrence of cannot be guaranteed). Upon such conversion, CF Shadow Securities will have no voting rights and even in circumstances where a statutory right to vote is provided by state law, the CF Shadow Security holders are required to enter into a proxy agreement with the Intermediary ensuring they will vote with the majority of the security holders in the new round of equity financing upon which the Securities were converted. For example, if the Securities are converted upon a round offering Series B Preferred Shares, the Series B-CF Shadow Security holders will be required to enter into a proxy that allows the Intermediary to vote the same way as a majority of the Series B Preferred Shareholders vote. Thus, Purchasers will never be able to freely vote upon any manager or other matters of the Company.

Purchasers will not be entitled to any inspection or information rights other than those required by Regulation CF.

Purchasers will not have the right to inspect the books and records of the Company or to receive financial or other information from the Company, other than as required by Regulation CF. Other security holders of the Company may have such rights. Regulation CF requires only the provision of an annual report on Form C and no additional information – there are numerous methods by which the Company can terminate annual report obligations, resulting in no information rights, contractual, statutory or otherwise, owed to Purchasers. This lack of information could put Purchasers at a disadvantage in general and with respect to other security holders.

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

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

The Company may never elect to convert the Securities or undergo a liquidity event.

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

In addition to the risks listed above, businesses are often subject to risks not foreseen or fully appreciated by the management. It is not possible to foresee all risks that may affect us. Moreover, the Company cannot predict whether the Company will successfully effectuate the Company's current business plan. Each prospective Purchaser is encouraged to carefully analyze the risks and merits of an investment in the

Securities and should take into consideration when making such analysis, among other, the Risk Factors discussed above.

Equity securities acquired upon conversion of SAFE securities may be significantly diluted as a consequence of subsequent financings.

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

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

Equity securities issued upon conversion of company SAFE securities may be substantially different from other equity securities offered or issued at the time of conversion.

Company may issue to converting SAFE holders equity securities that are materially distinct from equity securities it will issue to new purchasers of equity securities. This paragraph does not purport to be a complete summary of all such distinctions. Equity securities issued to SAFE purchasers upon their conversion of Company SAFE securities will be distinct from the equity securities issued to new purchasers in at least the following respects: to the extent such equity securities bear any liquidation preferences, dividend rights, or anti-dilution protections, any equity securities issued at the Conversion Price (as provided in the SAFE Agreements) shall bear such preferences, rights, and protections only in proportion to the Conversion Price and not in proportion to the price per share paid by new investors in the equity securities. Company may not provide converting SAFE purchasers the same rights, preferences, protections, and other benefits or privileges provided to other purchasers of Company equity securities.

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

The offering price was not established in a competitive market. We have arbitrarily set the price of the Securities with reference to the general status of the securities market and other relevant factors. The Offering price for the Securities should not be considered an indication of the actual value of the Securities and is not based on our net worth or prior earnings. We cannot assure you that the Securities could be resold by you at the Offering price or at any other price.

In a dissolution or bankruptcy of the Company, Purchasers will not be treated as priority debt holders and therefore are unlikely to recover any assets in the event of a bankruptcy or dissolution event.

In a dissolution or bankruptcy of the Company, Purchasers of Securities which have not been converted will be entitled to distributions as described in the Crowd SAFE. This means that such Purchasers will be at the lowest level of priority and will only receive distributions once all creditors as well as holders of more senior securities, including any preferred stock holders, have been paid in full. If the Securities have been converted into CF Shadow Share Securities or SAFE Preferred Securities, the Purchasers will have the same rights and preferences (other than the ability to vote) as the holders of the Securities issued in the equity financing upon which the Securities were converted. Neither holders of Crowd SAFE nor holders of CF Shadow Share Securities nor SAFE Preferred Securities can be guaranteed a return in the event of a dissolution event or bankruptcy.

While the Crowd SAFE provides for mechanisms whereby a Crowd SAFE holder would be entitled to a return of their purchase amount, if the Company does not have sufficient cash on hand, this obligation may not be fulfilled.

In certain events provided in the Crowd SAFE, holders of the Crowd SAFE may be entitled to a return of their principal amount. Despite the contractual provisions in the Crowd SAFE, this right cannot be guaranteed if the Company does not have sufficient liquid assets on hand. Therefore potential purchasers should not assume that they are guaranteed a return of their investment amount.

BUSINESS

Description of the Business

Mealthy is a premium appliance and marketing company which crowdsources its design and marketing to key influencers and fans. Mealthy creates high-quality kitchen products at highly competitive prices and offers its community healthy recipes for home-cooked meals.

Business Plan

Mealthy is a premium kitchen appliance company with a unique approach to product development and sales:

- Mealthy created and curates an active and growing online community of sophisticated health-conscious influencers and consumers (the “Community”)
- The Community generates new product ideas, tests the products, markets the products, and ensures product engagement through its recipe app and site

In 2018:

- Mobile app was downloaded over 70,000 times (4.8 star rating on Apple iOS store as of the date of this Form C)
- Mealthy videos were viewed over 550,000 times on YouTube
- Over 27,000 people followed Mealthy on Instagram
- Over 5,500 fans became active participants in Mealthy’s curated Facebook group
- Site traffic on Google and Bing grew 424% from April until December 2018

Through its unique business approach, Mealthy achieved \$6.4 million in sales in 2018 from sales of one primary product, a 6-quart pressure cooker and, more importantly, built an online community that is committed to the brand and to any new products released by the company. In 2019, Mealthy is planning to a) expand its selection of products (a hand blender was released in November 2018, a Crisper Lid will be released in April, and a glass kettle, blender, and air fryer are coming in May); b) continue to grow the community; c) partner with a large retail chain in the US in 2019 (discussions have already been initiated); and d) expand internationally (preliminary sales have already occurred in Mexico, the UK and several countries in Asia). Purchasers are reminded that the Company’s plans are aspirational and may not be achieved, investors should not rely on the occurrence of future products or developments when considering whether to make an investment commitment into this Offering.

The Company's Products and/or Services

Product / Service	Description	Current Market
Mealthy Multipot	The Mealthy Multipot is an electric pressure cooker and Mealthy's leading product. It currently comes in two sizes: 6 quart and 8 quart. The Multipot. Currently has a 4.7 star rating on Amazon based on over 1,000 reviews.	Electric pressure cookers were among the top selling products on Amazon over the past two years.
Mealthy Immersion (Hand) Blender	The Mealthy immersion blender is a hand blender with a five star rating on Amazon.com and which competes favorably with higher priced immersion blenders (e.g., Kitchen Aid). Currently has a 5 star rating on Amazon based on 80 reviews.	Immersion Blender is a complimentary product to the Mealthy Multipot, so as sales of the Multipot grow, sales are expected to grow for the Blender.
Mealthy Crisper Lid (to be sold starting April 2019)	The Mealthy Crisper Lid is an extension of the Mealthy Multipot which snaps onto the top of the Multipot and allows cooks to easily crisp vegetables. The Crisper Lid is also compatible with other pressure cookers, including the Instant Pot.	No similar product currently exists in the market.

Competition

The markets in which our products are sold are highly competitive. Our products compete against similar products of many large and small companies, including well-known global competitors. In many of the markets and industry segments in which we sell our products, we compete against other branded products as well as retailers' private-label brands. Product quality, performance, value and packaging are also important differentiating factors.

Our two primary competitors are Instant Pot, the leading pressure cooker brand, and Ninja, which sells pressure cookers, air fryers and blenders.

Customer Base

Mealthy's customers are primarily women between the ages of 35 and 65, who have families and cook at home multiple times per week.

Supply Chain

Mealthy manufactures its kitchen appliances through manufacturers in China. These manufacturers provide a custom model designed by Mealthy's engineering team, which is sold exclusively to Mealthy.

Intellectual Property

Mealthy owns the trademark for "Mealthy" and "Multipot."

Trademarks

Application or Registration #	Goods / Services	Marks	File Date	Grant Date	Countries
87-435,208	Class (011) - Apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply, and sanitary purposes.	Mealthy, Multipot	9/26/2017	2/13/2018	USA China

Governmental/Regulatory Approval and Compliance

The Company is subject to and affected by laws and regulations of U.S. federal, state and local governmental authorities. These laws and regulations are subject to change.

Litigation

None.

USE OF PROCEEDS

We will adjust roles and tasks based on the net proceeds of the Offering. We plan to use these proceeds as described below.

The proceeds remaining after meeting offering expenses will be used as follows:

Use of Proceeds	% of Minimum Proceeds Raised	Amount if Minimum Raised	% of Maximum Proceeds Raised	Amount if Maximum Raised
Intermediary Fees	6.00%	\$1,500	6.00%	\$64,200
Capital Expenditures (new product molds)	0.00%	\$0	10.00%	\$107,000
Personnel, G&A	0.00%	\$0	10.00%	\$107,000
Inventory	84.00%	\$23,500	74.00%	\$791,800
Total	100.00%	\$25,000	100.00%	\$1,070,000

The Use of Proceeds chart is not inclusive of fees paid for use escrow and credit-card processing related fees, all of which are incurred before and during the Offering due in advance of distribution of Proceeds from the Offering.

The Company has discretion to alter the use of proceeds as set forth above. The Company may alter the use of proceeds under the following circumstances: Economic conditions may alter the general marketing or general working capital requirements to adhere to the Company's business plan and liquidity requirements. The Company will notify investors if a decision to materially change the Use of Proceeds is made during the course of the Offering.

DIRECTORS AND OFFICERS

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

Name	Positions and Offices Held at the Company	Principal Occupation and Employment Responsibilities for the Last Three (3) Years
Bernardo de la Vega	Founder, President, Secretary, & Treasurer Director & Officer of Company	<ul style="list-style-type: none"> • Founder, CEO & Chairman, Mealthy – Jul 2017 - Present; • Founder, CEO & Chairman, Radha Beauty – Jul 2014 – Dec 2018

Bernardo de la Vega, Founder & President, is a serial entrepreneur who founded Radha Beauty, an online digital beauty products retailer, in 2014 and which achieved \$36 million in revenue in 2017. He sold Radha Beauty in November 2018. Prior to founding Radha Beauty, he worked at Ernst and Young in financial services consulting. He received his BA from the University of North Carolina Kenan-Flagler Business School.

Indemnification

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

Employees

The Company currently employs 10 employees and 0 contractors.

Key Employees

Henry He, Chief Product Engineer, has 12 years experience in the home appliances industry. Prior to working at Mealthy, he worked for Midea, the largest appliance manufacturing company in China in Research & Development, Engineering, Project Management, and Sales & Marketing. He received his BA from Guangdong University of Technology and is expected to receive his MBA from Carlson School of Management, University of Minnesota, in 2019.

Tiana Dragos, Head of Digital and Business Intelligence, is a Subject Matter Expert on recipe sites and creating excellent digital experiences for home cooks. She previously oversaw consumer research and customer satisfaction for largest food site in the world, Allrecipes.com. She received her MA in Industrial Organizational Psychology from Seattle Pacific University.

Jennifer Mosinski, Head of Content and Product Development, has two decades of experience in technical and culinary industries, and expert in assessing and documenting customer needs and processes. Previously, Jennifer was the Founder & CEO of Fridgecaps!, a company which designs, creates, and markets vintage and antique refrigerator magnets and was a technical writer for several Fortune 500 firms and a content creator for Allrecipes.com. She received her BA from Brigham Young University and a degree from San Diego Culinary Institute

CAPITALIZATION AND OWNERSHIP

Capitalization

The Company has authorized the issuance of 1,000,000 shares of stock. It has issued 279,000 to its founder, Bernardo De La Vega, who owns 100% of the issued and outstanding shares. The Company has earmarked another 21,000 to be issued to key employees, officers of the Company. Common stockholders have voting rights. Common stockholders do not have anti-dilution rights. The issuance of additional securities may limit, dilute, or qualify the crowd SAFE investors purchase in this offering.

The Company has the following debt outstanding:

As of December 31, 2018, the Company had \$204,436 in accounts payable and accrued expenses and \$112,564 in sales tax payable. Other than short-term liabilities, the Company has no debt outstanding.

Ownership

A majority of the Company is owned by Bernardo de la Vega.

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	Number and type/class of security held	Percentage ownership
Bernardo de la Vega	279,000 Common Shares	100.00%

Previous Offerings of Securities

We have not made any issuances of securities within the last three years.

FINANCIAL INFORMATION

Please see the financial information listed on the cover page of this Form C and attached hereto in addition to the following information. Financial statements are attached hereto as

EXHIBIT C

Operations

Mealthy, Inc. (the “Company”) was incorporated on August 15, 2017 under the laws of the State of Delaware, and is headquartered in San Antonio, TX. The Company offers a suite of high-quality kitchen appliances, including a multipurpose electric pressure cooker, and market competitive prices.

Cash and Cash Equivalents

The Company considers all highly liquid investments with an original maturity of 90 days or less to be cash equivalents. The Company’s Cash and Cash Equivalents consist of positive cash balances in a primary checking account, several savings accounts, and accounts with PayPal and Shopify.

The Company has no convertible notes outstanding.

Liquidity and Capital Resources

The proceeds from the Offering are essential to our operations. We plan to use the proceeds as set forth above under "Use of Proceeds", which is an indispensable element of our business strategy.

The Company currently does not have any additional outside sources of capital other than the proceeds from the Offering.

Capital Expenditures and Other Obligations

The Company does not intend to make any material capital expenditures in the future other than those listed in the Use of Proceeds table above and as described in the Offering Page.

Valuation

The Company has ascribed no pre-offering valuation to the Company; the securities are priced arbitrarily, and prospective Purchasers should determine their own independent value of the Company before investing.

Material Changes and Other Information

Please see the financial information listed on the cover page of this Form C and attached hereto in addition to the following information. Financial statements are attached hereto as

EXHIBIT C

Trends and Uncertainties

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

Please see

EXHIBIT C

TRANSACTIONS WITH RELATED PERSONS AND CONFLICTS OF INTEREST

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 10 percent 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.

There are 2 transactions the Company has entered in to with related persons.

Transaction with Mealthy Mexico

On December 4, 2018, the Company entered into a loan agreement with Mealthy Mexico S.A. DE C.V., a company incorporated in Mexico. Mealthy Mexico is owned by Bernardo de la Vega who is also a majority shareholder in the Company. The loan amount was for \$20,749 at a 3% per annum interest rate. Repayment terms are left open ended. The repayment of this loan is contingent on upon the success of Mealthy Mexico's operations, which are not a part of the Company.

Transaction with Essentially Healthy

From August 2018 through December 2018, the Company paid expenses for essentially healthy, LLC, a Wyoming limited liability company, a total amount of \$11,744.85. Essentially Healthy, LLC is a company owned by Bernardo de la Vega who is also the primary shareholder of the Company. On December 20, 2018, the Company and essentially healthy, LLC entered into a loan repayment agreement where Essentially Healthy, LLC agreed to pay back the amount plus interest in the amount of 3% per annum.

THE OFFERING AND THE SECURITIES

The Offering

The Company is offering up to 1,070,000 of The Securities for up to \$1,070,000. The Company is attempting to raise a minimum amount of \$25,000.00 in this Offering (the "**Target Amount**"). The Company must receive commitments from investors in an amount totaling the Target Amount by December 31, 2019 (the "**Offering Deadline**") in order to receive any funds. If the sum of the investment commitments does not equal or exceed the Target Amount by the Offering Deadline, no Securities will be sold in the Offering, investment commitments will be cancelled and committed funds will be returned to potential investors without interest or deductions. The Company has the right to extend the Offering Deadline at its discretion. The Company will accept investments in excess of the Target Amount up to \$1,070,000.00 (the "**Maximum Amount**") and the additional Securities will be allocated on at the Company's discretion.

The price of the Securities does not necessarily bear any relationship to the Company's asset value, net worth, revenues or other established criteria of value, and should not be considered indicative of the actual value of the Securities.

In order to purchase the Securities you must make a commitment to purchase by completing the Subscription Agreement. Purchaser funds will be held in escrow with Prime Trust LLC until the Target Amount of investments is reached. Purchasers may cancel an investment commitment **until 48 hours prior** to the Offering Deadline or any Closing, whichever comes first using the cancellation mechanism provided by the Intermediary. The Company will notify Purchasers when the Target Amount has been reached through an automated post on Intermediary's Portal. If the Company reaches the Target Amount prior to the Offering Deadline, it may close the Offering at least five (5) business days after reaching the Target Amount and providing notice to the Purchasers. If any material change (other than reaching the Target Amount) occurs related to the Offering prior to the Offering Deadline, the Company will provide notice to Purchasers and receive reconfirmations from Purchasers who have already made commitments. If a Purchaser does not reconfirm his or her investment commitment after a material change is made to the terms of the Offering, the Purchaser's investment commitment will be cancelled and the committed funds will be returned without interest or deductions. If a Purchaser does not cancel an investment commitment before the Target Amount is reached, the funds will be released to the Company upon Closing of the Offering and the Purchaser will receive the Securities

in exchange for his or her investment once the accounting process for the Offering is completed and the investor has completed any necessary steps regarding the Offering or the Intermediary's anti-money laundering and know your customer policies.. Any Purchaser funds received after the initial closing will be released to the Company upon a subsequent closing and the Purchaser will receive Securities via Electronic Certificate/PDF in exchange for his or her investment as soon as practicable thereafter.

In the event two multiples of the Minimum Amount is reached prior to December 31, 2019, the Company may conduct the first of multiple closings of the Offering early, provided all Purchasers will receive notice of the new Offering Deadline at least five (5) business days prior to such new Offering Deadline (absent a material change that would require an extension of the Offering and reconfirmation of the investment commitment). Purchasers who committed on or before such notice will have until the 48 hours prior to the new Offering Deadline to cancel their investment commitment.

In the event the Company does conduct one of multiple closings, the Company agrees to only withdraw half of the proceeds that are in escrow and will only conduct a closing if there will be more than 21 days remaining before December 31, 2019.

The Company may only conduct another closing before December 31, 2019 if at the time of such proposed closing (i) the amount of investment commitments to the Offering exceeds two multiples of the collective amount committed at the time of the last closing, and (ii) more than twenty-one (21) days remain before December 31, 2019.

The Company has agreed to return all funds to Purchasers in the event a Form C-W is ultimately filed in relation to this Offering, regardless of any subsequent closings.

Subscription Agreements are not binding on the Company until accepted by the Company, which reserves the right to reject, in whole or in part, in its sole and absolute discretion, any subscription. If the Company rejects all or a portion of any subscription, the applicable prospective Purchaser's funds will be returned without interest or deduction.

The price of the Securities was determined arbitrarily. The minimum amount that a Purchaser may invest in the Offering is \$100.00.

The Offering is being made through OpenDeal Portal LLC dba Republic, the Intermediary. The following two fields below sets forth the compensation being paid in connection with the Offering.

PRIME TRUST, THE ESCROW AGENT SERVICING THE OFFERING, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGEMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

Commission/Fees

6.0% of the amount raised

Stock, Warrants and Other Compensation

2.0% of the Securities being issued in this Offering.

Transfer Agent and Registrar

The Company will act as transfer agent and registrar for the Securities.

The Securities

We request that you please review our organizational documents and the Crowd Safe instrument in conjunction with the following summary information.

Authorized Capitalization

At the initial closing of this Offering (if the minimum amount is sold), our authorized capital stock will consist of (i) 1,000,000 shares of common stock, par value \$0.000100 per share, of which 279,000 common shares will be issued and outstanding.

Not Currently Equity Interests

The Securities are not currently equity interests in the Company and can be thought of as the right to receive equity at some point in the future upon the occurrence of certain events.

Dividends

The Securities do not entitle the Investors to any dividends.

Conversion

Upon each future equity financing of greater than \$1,000,000.00 (an "**Equity Financing**"), the Securities are convertible at the option of the Company, into CF Shadow Series Securities, which 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 contemplated by Regulation CF). The Company has no obligation to convert the Securities in any future financing.

Conversion Upon the First Equity Financing

If the Company elects to convert the Securities upon the first Equity Financing following the issuance of the Securities, the Investor will receive the number of CF Shadow Series Securities equal to the greater of the quotient obtained by dividing the amount the Investor paid for the Securities (the "**Purchase Amount**") by:

(a) the quotient of \$30,000,000.00 divided by the aggregate number of issued and outstanding shares of capital stock, assuming full conversion or exercise of all convertible and exercisable Securities then outstanding, including shares of convertible preferred stock and all outstanding vested or unvested options or warrants to purchase capital stock, but excluding (i) 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, including the Securities (collectively, "**SAFEs**"), and (iv) any equity Securities that are issuable upon conversion of any outstanding convertible promissory notes or Safes,

OR

(b) the lowest price per share of the Securities sold in such Equity Financing multiplied by 80.00%.

The price (either (a) or (b)) determined immediately above shall be deemed the "**First Financing Price**" and may be used to establish the conversion price of the Securities at a later date, even if the Company does not choose to convert the Securities upon the first Equity Financing following the issuance of the Securities.

Conversion After the First Equity Financing

If the Company elects to convert the Securities upon an Equity Financing after the first Equity Financing following the issuance of the Securities, the Investor will receive the number of CF Shadow Series Securities equal to the quotient obtained by dividing (a) the Purchase Amount by (b) the First Financing Price.

Conversion Upon a Liquidity Event Prior to an Equity Financing

In the case of an initial public offering of the Company ("IPO") or Change of Control (see below) (either of these events, a "**Liquidity Event**") of the Company prior to any Equity Financing, the Investor will receive, at the option of the Investor, either (i) a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) a number of shares of common stock of the Company equal to the Purchase Amount divided by the quotient of (a) \$30,000,000.00 divided by (b) the number, as of immediately prior to the Liquidity Event, of shares of the Company's capital stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of common stock reserved and available for future grant under any equity incentive or similar plan; (ii) any Safes; and (iii) convertible promissory notes.

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

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

Conversion Upon a Liquidity Event Following an Equity Financing

In the case of a Liquidity Event following any Equity Financing, the Investor will receive, at the option of the Investor, either (i) a cash payment equal to the Purchase Amount (as described above) or (ii) a number of shares of the most recently issued preferred stock equal to the Purchase Amount divided by the First Financing Price. Shares of preferred stock granted in connection therewith shall have the same liquidation rights and preferences as the shares of preferred stock issued in connection with the Company's most recent Equity Financing.

Pro-Rata rights

Certain Purchasers of the Securities, "Major Investors", will receive pro-rata rights through the Offering, allowing them to avoid dilution in future rounds. Purchasers that make investments of \$25,000 or greater in the Offering will gain the right to continue investing in the Company and avoid dilution while others will not. Major Investors will have the right to participate in new securities offerings unless the securities (i) are issued as a dividend or distribution on outstanding securities, (ii) are issued upon conversion or exercise of outstanding securities, (iii) are issued to employees, directors or consultants pursuant to a plan, agreement or arrangement approved by the Company's Board of Directors, (iv) are issued pursuant to the acquisition of another corporation or its assets by the Company, or (v) up to one million dollars (\$1,000,000), of such, are issued by the Company annually to fund obligations to make cash dividends or interest payments on outstanding securities.

Dissolution

If there is a Dissolution Event (see below) before the Securities terminate, the Company will distribute, subject to the preferences applicable to any series of preferred stock then outstanding, all of its assets legally available for distribution with equal priority among the Investors, all holders of other Safes (on an as converted basis based on a valuation of common stock as determined in good faith by the Company's board of directors at the time of the Dissolution Event) and all holders of common stock.

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

Termination

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

Voting and Control

The Securities have no voting rights at present or when converted.

The Company does not have any voting agreements in place.

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

Anti-Dilution Rights

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

Restrictions on Transfer

Any Securities sold pursuant to Regulation CF being offered may not be transferred by any Investor of such Securities during the one-year holding period beginning when the Securities were issued, unless such Securities are transferred: 1) to the Company, 2) to an accredited investor, as defined by Rule 501(d) of Regulation D promulgated under the Securities Act, 3) as part of an IPO or 4) to a member of the family of the Investor or the equivalent, to a trust controlled by the Investor, to a trust created for the benefit of a member of the family of the Investor or the equivalent, or in connection with the death or divorce of the Investor or other similar circumstances. "**Member of the family**" as used herein means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother/father/daughter/son/sister/brother-in-law and includes adoptive relationships. Remember that although you may legally be able to transfer the Securities, you may not be able to find another party willing to purchase them.

In addition to the foregoing restrictions, prior to making any transfer of the Securities or any Securities into which they are convertible, such transferring Investor must either make such transfer pursuant to an effective registration statement filed with the SEC or provide the Company with an opinion of counsel stating that a registration statement is not necessary to effect such transfer.

In addition, the Investor may not transfer the Securities or any Securities into which they are convertible to any of the Company's competitors, as determined by the Company in good faith.

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

Other Material Terms

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

TAX MATTERS

EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH HIS OR HER OWN TAX AND ERISA ADVISOR AS TO THE PARTICULAR CONSEQUENCES TO THE INVESTOR OF THE PURCHASE, OWNERSHIP AND SALE OF THE INVESTOR'S SECURITIES, AS WELL AS POSSIBLE CHANGES IN THE TAX LAWS.

TO INSURE COMPLIANCE WITH THE REQUIREMENTS IMPOSED BY THE INTERNAL REVENUE SERVICE, WE INFORM YOU THAT ANY TAX STATEMENT IN THIS FORM C CONCERNING UNITED STATES FEDERAL TAXES IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING ANY TAX-RELATED PENALTIES UNDER THE UNITED STATES INTERNAL REVENUE CODE. ANY TAX STATEMENT HEREIN CONCERNING UNITED STATES FEDERAL TAXES WAS WRITTEN IN CONNECTION WITH THE MARKETING OR PROMOTION OF THE TRANSACTIONS OR MATTERS TO WHICH THE STATEMENT RELATES. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

POTENTIAL INVESTORS WHO ARE NOT UNITED STATES RESIDENTS ARE URGED TO CONSULT THEIR TAX ADVISORS REGARDING THE UNITED STATES FEDERAL INCOME TAX IMPLICATIONS OF ANY INVESTMENT IN THE COMPANY, AS WELL AS THE TAXATION OF SUCH INVESTMENT BY THEIR COUNTRY OF RESIDENCE. FURTHERMORE, IT SHOULD BE ANTICIPATED THAT DISTRIBUTIONS FROM THE COMPANY TO SUCH FOREIGN INVESTORS MAY BE SUBJECT TO UNITED STATES WITHHOLDING TAX.

EACH POTENTIAL INVESTOR SHOULD CONSULT HIS OR HER OWN TAX ADVISOR CONCERNING THE POSSIBLE IMPACT OF STATE TAXES.

ADDITIONAL MATERIAL INFORMATION

EXHIBIT B

Disclaimers

THERE ARE SIGNIFICANT RISKS AND UNCERTAINTIES ASSOCIATED WITH AN INVESTMENT IN THE COMPANY AND THE SECURITIES. THE SECURITIES OFFERED HEREBY ARE NOT PUBLICLY TRADED AND ARE SUBJECT TO TRANSFER RESTRICTIONS. THERE IS NO PUBLIC MARKET FOR THE SECURITIES AND ONE MAY NEVER DEVELOP. AN INVESTMENT IN THE COMPANY IS HIGHLY SPECULATIVE. THE SECURITIES SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME AND WHO CANNOT AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. SEE THE SECTION OF THIS FORM C ENTITLED "RISK FACTORS."

THESE SECURITIES INVOLVE A HIGH DEGREE OF RISK THAT MAY NOT BE APPROPRIATE FOR ALL PURCHASERS.

THIS FORM C DOES NOT CONSTITUTE AN OFFER IN ANY JURISDICTION IN WHICH AN OFFER IS NOT PERMITTED.

PRIOR TO CONSUMMATION OF THE PURCHASE AND SALE OF ANY SECURITY THE COMPANY WILL AFFORD PROSPECTIVE PURCHASERS AN OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY AND ITS MANAGEMENT CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND THE COMPANY. NO SOURCE OTHER THAN THE INTERMEDIARY HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS FORM C, AND IF GIVEN OR MADE BY ANY OTHER SUCH PERSON OR ENTITY, SUCH INFORMATION MUST NOT BE RELIED ON AS HAVING BEEN AUTHORIZED BY THE COMPANY.

PROSPECTIVE PURCHASERS ARE NOT TO CONSTRUE THE CONTENTS OF THIS FORM C AS LEGAL, ACCOUNTING OR TAX ADVICE OR AS INFORMATION NECESSARILY APPLICABLE TO EACH PROSPECTIVE INVESTOR'S PARTICULAR FINANCIAL SITUATION. EACH INVESTOR SHOULD CONSULT HIS OR HER OWN FINANCIAL ADVISER, COUNSEL AND ACCOUNTANT AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING HIS OR HER INVESTMENT.

THE SECURITIES OFFERED HEREBY WILL HAVE TRANSFER RESTRICTIONS. NO SECURITIES MAY BE PLEDGED, TRANSFERRED, RESOLD OR OTHERWISE DISPOSED OF BY ANY PURCHASER EXCEPT PURSUANT TO RULE 501 OF REGULATION CF. PURCHASERS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NASAA UNIFORM LEGEND

IN MAKING AN INVESTMENT DECISION PURCHASERS 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.

SPECIAL NOTICE TO FOREIGN INVESTORS

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

NOTICE REGARDING THE ESCROW AGENT

PRIME TRUST LLC (THE "*ESCROW AGENT*") SERVICING THE OFFERING, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGEMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

Forward Looking Statement Disclosure

This Form C and any documents incorporated by reference herein or therein contain forward-looking statements and are subject to risks and uncertainties. All statements other than statements of historical fact or relating to present facts or current conditions included in this Form C are forward-looking statements. Forward-looking statements give the Company's current reasonable expectations and projections relating to its financial condition, results of operations, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as "anticipate," "estimate," "expect," "project," "plan," "intend," "believe," "may," "should," "can have," "likely" and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events.

The forward-looking statements contained in this Form C and any documents incorporated by reference herein or therein are based on reasonable assumptions the Company has made in light of its industry experience, perceptions of historical trends, current conditions, expected future developments and other factors it believes are appropriate under the circumstances. As you read and consider this Form C, you should understand that these statements are not guarantees of performance or results. They involve risks, uncertainties (many of which are beyond the Company's control) and assumptions. Although the Company believes that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect its actual operating and financial performance and cause its performance to differ materially from the performance anticipated in the forward-looking statements. Should one or more of these risks or uncertainties materialize, or should any of these assumptions prove incorrect or change, the Company's actual operating and financial performance may vary in material respects from the performance projected in these forward-looking statements.

Any forward-looking statement made by the Company in this Form C or any documents incorporated by reference herein or therein speaks only as of the date of this Form C. Factors or events that could cause the Company's actual operating and financial performance to differ may emerge from time to time, and it is not possible for the Company to predict all of them. The Company undertakes no obligation to update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

Disclaimer of Television Presentation

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

EXHIBIT C
Financials

EXHIBIT D

Offering Page found on Intermediary's Portal.

EXHIBIT E
Form of Security

EXHIBIT F
Video Transcript

Independent Accountant's Review Report

Executive Officers
Mealthy, Inc.

We have reviewed the accompanying financial statements of Mealthy, Inc., which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of profit and loss, changes in equity (deficit), and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our report.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Notes 1 and 8 to the financial statements, the Company may be unable to continue as a going concern. The accompanying financial statements do not include any adjustments that might be necessary should Mealthy, Inc. be unable to continue as a going concern. Our conclusion is not modified with respect to this matter.



Melora L. Galasso
MLM Care Corp.
Mount Sinai, New York
April 19, 2019

MEALTHY, INC.
UNAUDITED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

MEALTHY, INC.
BALANCE SHEET
AS OF DECEMBER 31, 2018 AND 2017
(Unaudited)

ASSETS	2018	2017
Current assets:		
Cash	\$ 524,462	\$ 24,439
Accounts receivable, net	\$ 315,150	\$ 77,019
Inventory	\$ 947,130	\$ 1,090,322
Total current assets	\$ 1,786,742	\$ 1,191,780
Due from affiliates	\$ 32,494	\$ -
Other assets	\$ 3,839	\$ -
Total assets	\$ 1,823,075	\$ 1,191,780
 LIABILITIES AND EQUITY		
Current Liabilities:		
Accounts payable and accrued expenses	\$ 204,436	\$ -
Sales taxes payable	\$ 112,564	\$ 9,807
Total current liabilities	\$ 316,999	\$ 9,807
Total liabilities	\$ 316,999	\$ 9,807
Equity:		
Common Stock, no par value, 1,000,000 shares authorized (see note 8), 1,000 issued and outstanding as of December 31, 2018	\$ -	\$ -
Additional paid in capital	\$ 5,602,864	\$ 3,356,120
Accumulated deficit	\$ (4,096,788)	\$ (2,174,147)
Total equity	\$ 1,506,076	\$ 1,181,973
Total liabilities & equity	\$ 1,823,075	\$ 1,191,780

See Independent Accountant's Review Report.
The accompanying notes are an integral part of these unaudited financial statements.

MEALTHY, INC.
PROFIT AND LOSS STATEMENT
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017
(Unaudited)

	<u>2018</u>	<u>2017</u>
Revenues	\$ 6,322,361	\$ 261,384
Cost of revenues	<u>\$ 6,062,263</u>	<u>\$ 742,138</u>
Gross profit (loss)	<u>\$ 260,098</u>	<u>\$ (480,754)</u>
Operating expenses:		
Operating expenses	<u>\$ 2,179,768</u>	<u>\$ 1,691,383</u>
Total operating expenses	<u>\$ 2,179,768</u>	<u>\$ 1,691,383</u>
Loss from operations	<u>\$ (1,919,670)</u>	<u>\$ (2,172,137)</u>
Other income (expenses):		
Other expenses	<u>\$ (2,971)</u>	<u>\$ (2,010)</u>
Total other (expenses), net	<u>\$ (2,971)</u>	<u>\$ (2,010)</u>
Loss before provision for income taxes	\$ (1,922,641)	\$ (2,174,147)
Provision for income taxes	<u>\$ -</u>	<u>\$ -</u>
Net Loss	<u><u>\$ (1,922,641)</u></u>	<u><u>\$ (2,174,147)</u></u>

See Independent Accountant's Review Report.
The accompanying notes are an integral part of these unaudited financial statements.

MEALTHY, INC.
STATEMENT OF CHANGES IN EQUITY (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017
(Unaudited)

	Common Stock		Additional Paid in Capital	Accumulated Deficit	Total Stockholders' Equity (Deficit)
	Shares	Amount			
Balance January 1, 2017	-	\$ -	\$ -	\$ -	\$ -
Contributions	-	\$ -	\$ 3,356,120	\$ -	\$ 3,356,120
Net Loss	-	\$ -	\$ -	\$ (2,174,147)	\$ (2,174,147)
Balance December 31, 2017	-	\$ -	\$ 3,356,120	\$ (2,174,147)	\$ 1,181,973
Contributions	-	\$ -	\$ 2,246,744	\$ -	\$ 2,246,744
Issuance of founders shares	1,000	\$ -	\$ -	\$ -	\$ -
Net Loss	-	\$ -	\$ -	\$ (1,922,641)	\$ (1,922,641)
Balance December 31, 2018	<u>1,000</u>	<u>\$ -</u>	<u>\$ 5,602,864</u>	<u>\$ (4,096,788)</u>	<u>\$ 1,506,076</u>

See Independent Accountant's Review Report.
The accompanying notes are an integral part of these unaudited financial statements.

MEALTHY, INC.
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017
(Unaudited)

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities:		
Income from continuing operations	\$ (1,922,641)	\$ (2,174,147)
Adjustments to reconcile net income to net cash provided by operating activities:		
Accounts receivable	\$ (238,131)	\$ (77,019)
Inventory	\$ 143,192	\$ (1,090,322)
Accounts payable and accrued expenses	\$ 204,436	\$ -
Sales taxes payable	\$ 102,757	\$ 9,807
Net cash provided by continuing operating activities	<u>\$ (1,710,388)</u>	<u>\$ (3,331,681)</u>
Cash flows from investing activities:		
Other current assets	\$ (32,494)	\$ -
Security deposit	<u>\$ (3,839)</u>	<u>\$ -</u>
Net cash (used in) investing activities	<u>\$ (36,333)</u>	<u>\$ -</u>
Cash flows from financing activities:		
Capital contributions	<u>\$ 2,246,744</u>	<u>\$ 3,356,120</u>
Net cash (used in) financing activities	<u>\$ 2,246,744</u>	<u>\$ 3,356,120</u>
Net increase (decrease) in cash	\$ 500,023	\$ 24,439
Cash, beginning of year	<u>\$ 24,439</u>	<u>\$ -</u>
Cash, end of year	<u><u>\$ 524,462</u></u>	<u><u>\$ 24,439</u></u>

See Independent Accountant's Review Report.
The accompanying notes are an integral part of these unaudited financial statements.

MEALTHY, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017
(Unaudited)

NOTE 1 - NATURE OF OPERATIONS

Mealthy, Inc. (“the Company”) is a corporation formed on May 1, 2017 (“Inception”) under the laws of the State of Delaware. The Company is a social community and resource for food enthusiasts. The Company designs and develops technological cooking utensils and kitchen appliances for preparation of proprietary health conscious recipes.

Since inception, the Company has relied on founder contributions to fund operating losses. As of December 31, 2018 and 2017, the Company has negative working capital and will likely incur additional costs prior to revenue generating activities. These matters raise substantial concern about the Company’s ability to continue as a going concern. During the next 12 months, the Company intends to fund its operations with funding from a crowdfunding campaign (see Note 8) and funds from revenue producing activities, if and when such can be realized. If the Company cannot secure additional short-term capital, it may cease operations. These financial statements and related notes thereto do not include any adjustments that might result from these uncertainties.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accounting and reporting policies of the Company conform to accounting principles generally accepted in the United States of America (“GAAP”).

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Risks and Uncertainties

The Company has a limited operating history. The Company's business and operations are sensitive to general business and economic conditions in the United States. A host of factors beyond the Company's control could cause fluctuations in these conditions. Adverse conditions may include: recession, downturn or otherwise, local competition or changes in consumer taste. These adverse conditions could affect the Company's financial condition and the results of its operations. As of December 31, 2018 and 2017, the Company is operating as a going concern. See Note 1 and Note 7 for additional information.

Cash and Cash Equivalents

The Company considers short-term, highly liquid investments with original maturities of three months or less at the time of purchase to be cash equivalents. Cash consists of funds held in the Company’s checking account. As of December 31, 2018 and 2017, the Company had \$524,462 and \$24,439, respectively, of cash on hand.

Accounts Receivable, Net

Accounts receivable are stated net of discounts and allowance for doubtful accounts. Accounts receivable reflect unpaid revenues from sales of products via online marketplaces. Sales revenue is accumulated at the Company's marketplace account and released to the Company every two weeks. Products sold are shipped upon receipt of confirmation that payment in full has been made to the marketplace account. The Company believes that its credit exposure risk is limited. As of December 31, 2018 and 2017, accounts receivable balances were \$315,150 and \$77,019, respectively.

Inventory

Inventory consists of raw materials, supplies, and completed items that are held for sale. The Company values their inventory at the lower of cost or market using the first in, first out ("FIFO") method.

Property and Equipment, Net

The Company capitalizes long-lived assets with an original purchase price of \$2,500 or more. Property and equipment are recorded at cost and are depreciated using the straight-line method over the estimated useful lives of the related assets.

Revenue Recognition

Sales comprise the fair value of the consideration received or receivable for the sale of goods in the ordinary course of the Company's activities. Sales are presented, net of sales taxes, rebates and discounts. The Company recognizes revenue when the amount of revenue and related cost can be reliably measured and it is probable that the collectability of the related receivables is reasonably assured.

Cost of Revenues

Included in cost of revenues are inventory items, supplies, freight, product loss, and marketplace selling fees and commissions.

Advertising and Marketing

The Company uses advertising and marketing to promote the services and products it provides. These costs are expensed as incurred. For the year ended December 31, 2018 and 2017, advertising and marketing costs amounted to \$669,212 and \$115,679, respectively.

Income Taxes

The Company accounts for income taxes in accordance with FASB ASC Topic, "Income Taxes." The Company has elected to be an "S" Corporation under Subchapter "S" of the Internal Revenue Code and applicable state laws, whereby their results of operations will be included in the individual Federal and state income tax returns of its stockholder. Accordingly, there is no provision for Federal income taxes in the accompanying financial statements. These entities may be subject to taxes for state and local purpose.

Software Development Costs

Costs directly attributable to the development of computer software are capitalized as intangible assets only when technical feasibility of the project is demonstrated, the Group has an intention and ability to complete and use the software, and the costs can be measured reliably. Such costs include purchases of materials and

services and payroll related costs of employees directly involved in the project. Research costs are recognized as an expense when incurred.

Research and Development Costs

The Company applies the principals of FASB ASC 730-10-50 and FASB ASC 730-20-50 to reporting research and development costs. Research and Developed costs are charged to operations when incurred and are included in operating expenses. The amounts charged during the year ended December 31, 2018 and 2017 were \$1,047,728 and \$1,011,395, respectively.

NOTE 3 – INCOME TAX PROVISION

The Company has not filed its corporate income tax return for the period ended December 31, 2018. Management believes that the income tax return will be timely filed. The income tax returns will remain subject to examination by the Internal Revenue Service under the statute of limitations for a period of three years from the date it is filed. The Company incurred a loss during the period from Inception through December 31, 2018.

The Company plans to make a section 280C election with the December 31, 2018 income tax return. The election will reduce the allowable pass-through federal research and development income tax credits to be claimed on the shareholder's individual income tax returns. In exchange, the Company will deduct the full cost of Research and Development expenses without reduction for income tax credit provisions.

NOTE 4 – ISSUANCE OF CAPITAL STOCK

As of December 31, 2018, the Company authorized 1,500 shares of common stock, no par value. 1,000 shares have been issued to its sole stockholder as founder shares.

NOTE 5 – RELATED PARTIES

Due from affiliates represent unsecured, non-interest-bearing advances to entities primarily owned by the stockholder of the Company, with no set repayment terms. Such amounts have been classified as noncurrent as they are not expected to be paid within 12 months from the balance sheet date. For the year ended December 31, 2018 and 2017, founder contributions amounted to \$2,246,744 and \$3,356,120, respectively.

NOTE 6 – COMMITMENTS AND CONTINGENCIES

Legal Matters

The Company is not currently involved with and does not know of any pending or threatening litigation against the Company or its member.

NOTE 7 – GOING CONCERN

These financial statements are prepared on a going concern basis. The Company began operation in 2017 and incurred a loss during the year ended December 31, 2018. The Company's ability to continue is dependent upon management's plan to raise additional funds (see Note 8), capital contributions from the founder and the ability to achieve profitable operations. The financial statements do not include any adjustments that might be necessary if the Company is not able to continue as a going concern.

NOTE 8 - SUBSEQUENT EVENTS

Anticipated Crowdfunded Offering

The Company is offering up to 1,070,000 SAFEs for up to \$1,070,000 (the "Crowdfunded Offering"). The Company is attempting to raise a minimum amount of \$50,000 in this offering and up to \$1,070,000 maximum. The Company must receive commitments from investors totaling the minimum amount, by the deadline set in the Form C, as amended (the "Offering Deadline") in order to receive any funds.

The Crowdfunded Offering is being made through OpenDeal Portal LLC (the "Intermediary" aka "Republic" or "Republic.co"). The Intermediary will be entitled to receive a 6% cash-commission fee and a securities-commission equivalent to 2% of the securities issued in this offering."

Authorization of Common Stock

On March 14, 2019, the Company filed an amendment to its certificate of incorporation to increase its authorized shares of common stock from 1,500 shares, no par value, to 1,000,000 shares with a \$.0001 per share par value.

Management's Evaluation

The Company has evaluated events and transactions that occurred between December 31, 2018 and April 19, 2019, which is the date the financial statements were available to be issued, for possible disclosure and recognition and the Company found no events and transactions that need to be disclosed in the financial statements.



Company Name Mealthy

Logo



Headline

Cover photo



**Hero
Image****Tags****Pitch
text****Deal Highlights**

- Offering quality small kitchen appliances at great prices with technology to support customers in preparing simple, delicious, home-cooked meals
- Well-positioned in growing \$155 billion small kitchen appliance market
- \$6.3 million revenue in 2018, Mealthy's first year of sales
- Mealthy MultiPot is the #2 selling multi-functional pressure cooker brand on Amazon
- Launching several new products in 2019, including game-changing Mealthy CrispLid that transforms any pressure cooker into an air fryer
- Mobile apps enable users to plan meals, create grocery lists, see nutritional information, and order ingredients with 1-click through Instacart and Amazon Fresh
- Significant 2019 expansion into international markets, including Mexico, United Kingdom, Europe, India, South America, and South Africa
- Recipient of two Interactive Marketing Awards (March 2019): Best SEO Campaign and Best Low-Budget SEO Campaign
- Experienced management team includes the founder of Radha Beauty, former Midea executive, AllRecipes.com, and Instant Pot

Mealthy: We make home cooking easy

Mealthy is **disrupting the kitchen space**, not only by designing high-quality kitchen products at great prices, but by providing technology to continually support our customers to **prepare simple, delicious, home-cooked meals**.



Mealthy makes home cooking easy by providing the tools to plan, shop, prepare, and cook delicious home-cooked meals with Mealthy appliances, apps, and strategic integrations. These tools encourage and provide **meaningful change in the lives of our customers**, enabling them to **eat and live better** and **find balance and increased efficiency** in today's busy lives.

Your investment in Mealthy will be used for **new product inventory, product development, and building brand awareness** through influencer partnerships, advertising, and SEO.

The problem

Consumers today eat out more than ever because it's convenient and fast.

This speed and convenience comes at a price, however: **it is expensive and can be unhealthy**. Home-cooked meals take time in an already busy lifestyle.



Mealthy is changing this by producing quality appliances to **make cooking convenient, affordable, and fun**, while providing delicious, home-cooked recipe options for all diets.

The solution

Be more than a product

Mealthy is the one-stop shop for all of your home-cooking needs. We provide the small appliances, like the Mealthy MultiPot electric pressure cooker, that **save consumers time** and enable them to **easily prepare healthy, home-cooked meals**.

We don't just provide high-quality kitchen products at competitive prices, however. We also offer an **ever-expanding library** of Mealthy-owned recipes, **personal recipe notes, meal planning, nutritional information, grocery lists**, and **1-click ingredient delivery** (via InstaCart and Amazon Fresh). This is at our customers' fingertips when they purchase a Mealthy product.



Our vision

"What should I cook?" is the eternal question consumers face on a daily basis. Mealthy doesn't just answer this question; we provide the complete solution.



We focus on making innovative, quality appliances, and then pair them with our digital offerings (apps, website) to enable customers to discover recipes (complete with nutritional information, personal notes, tips, tricks, and how-to videos), plan meals, make grocery lists, and order groceries through integrations with Instacart and Amazon Fresh.



When dinner is done, Mealthy is still with customers, interacting with them on social media and providing community for users to engage and share.

Market trends

The household appliance market is on track to be a \$155 billion industry by 2022.

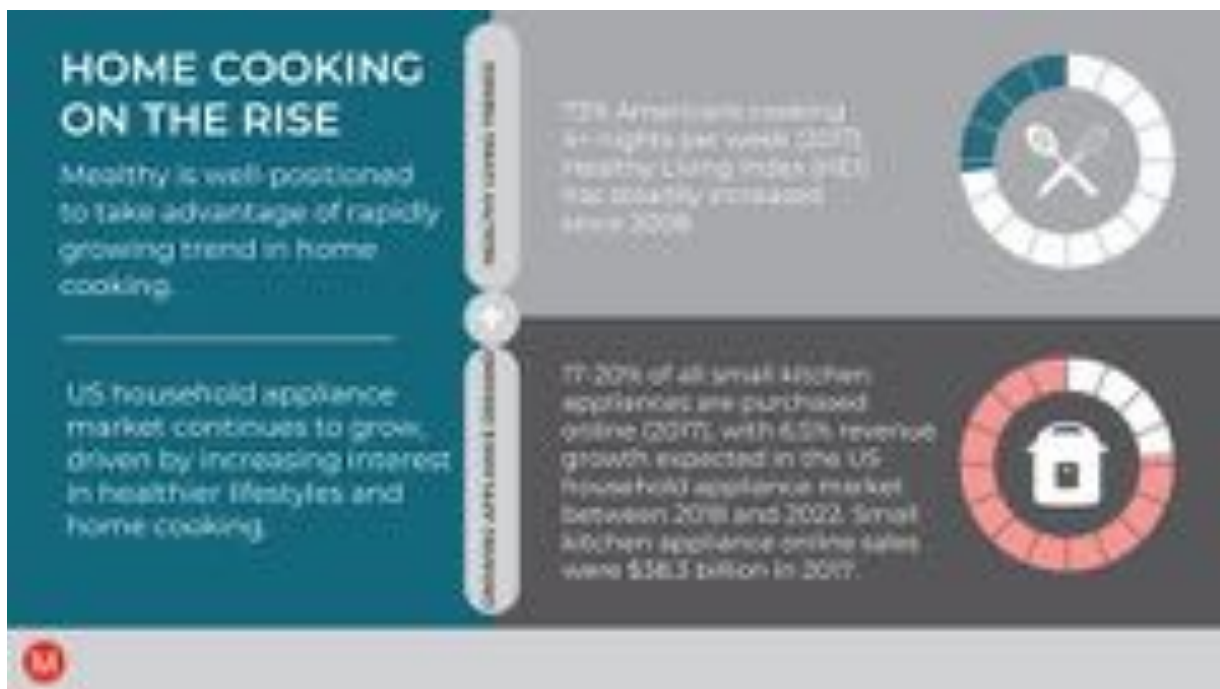
With more people cooking at home, the household appliance market is growing, and is expected to see a nearly 7% increase in 2019 alone. Savvy consumers are looking for the best products at the best prices to provide maximum value and convenience. By providing quality products at competitive prices, and providing consumers with a complete solution, Mealthy is well-positioned to take advantage of this rapidly growing space.

Home cooking is on the rise

73% of Americans cook four or more nights per week. This is an increasing trend in younger households, as more and more millennials prefer to cook at home. Why? To eat healthy, waste less food, and save money.



What’s more, over half of Americans shared that they would prepare dinner at home more often if they had new meal ideas. They need the tools, recipes, and ideas to confidently join the home cooking movement.



What makes Mealthy unique?

Quality products

Mealthy offers products that feature **contemporary design**, the most **sought-after features**, and **all necessary accessories** -- all at excellent prices to provide outstanding value. We are there following each purchase to continue the customer journey with recipes, meal planning, nutritional information, grocery lists, and 1-click ingredient delivery (via InstaCart and Amazon Fresh), all to create lifetime Mealthy customers. Our products complement each other, making one-pot cooking a reality and reducing mess and excessive cleanup.



Mealthy products are consistently the top-rated products in their respective categories. In less than one year after its 2018 release, the Mealthy MultiPot hit the **#2 selling** spot in the electric pressure cooker category on Amazon with a **4.7-star rating (1 100+ reviews)**.

Understanding the customer journey

Mealthy is with our customers **every step of the way**. When customers purchase a Mealthy appliance, like our **best-selling multi-functional electric pressure cooker**, the Mealthy MultiPot, they can use Mealthy's app or website to find healthy and delicious recipes with ingredients typically available at home. They can select recipes, create grocery lists, and place grocery orders from one of Mealthy's partners (Instacart or Amazon Fresh), all with a click of a button. **It doesn't get any easier than that!**



Our customers don't have to start out with a product purchase. Our top-rated Mealthy App and highly-ranked (on Google) website, as free, standalone assets, invite potential customers to purchase Mealthy products by providing recipes, articles, videos, and all the grocery list and shopping functionality they need to get dinner on the table.

MEALTHY CUSTOMER JOURNEY VIA DIGITAL ASSETS

The Mealthy app averages 500 downloads per day, and www.mealthycrm averages 100,000+ visitors per month. These organic customer acquisition channels lead to product purchases.



Innovation

By **understanding the customer journey** and staying **in-touch with customer needs** and **recognizing the daily predicament** of preparing, cooking, and cleaning up after meals, Mealthy is able to **innovate** the kitchen space with **next-level** with products.

Next-level innovation

Mealthy CrispLid

Mealthy is innovating the appliance space with the **Mealthy CrispLid**, designed to **convert any electric pressure cooker** (6 or 8 quart) into an **air fryer** or **broiler** with Mealthy's **patented Instant-Crisp technology**.



We saw the opportunity to make it easier to **broil or air**

fry directly in your pressure cooker, creating **less mess and clean-up**. The result? A lid, **compatible with all 6- and 8-quart electric pressure cookers** on the market today, to broil and air fry directly in your pressure cooker.



The CrispLid is scheduled to launch Spring 2019 for MSRP of \$49.95.

Top-rated products

Mealthy MultiPot & Mealthy HandBlend

Mealthy MultiPot is currently the **#2 selling multi-functional electric pressure cooker** on Amazon with a 4.7-star rating from 1,200+ reviews. Our HandBlend, launched in late 2018, has a 4.7-star rating as well.



Mealthy.com and Mealthy Apps

Mealthy **builds on the customer experience** by creating digital platforms (app and website) to support users in answering that dreaded question “What should I cook?” with recipes, videos, articles, and more to provide inspiration and step-by-step help. No inspiration or time to make dinner? No problem -- search on mealthy.com or the Mealthy app for recipes by preparation method, cuisine style, specific diet, or even by the amount of time to prepare the entire meal.

Ready in 30 Minutes Recipes

Don't have hours to get dinner on the table? No problem, we've got you covered with recipes ready in 30 minutes or less!



★★★★★ 14

Pressure Cooker Creamy Cauliflower Mash with Paprika Garlic Shrimp and Sauteed Spinach
This creamy cauliflower mash and juicy shrimp are the perfect pair. The entire dish is great for a family diet, and it does not feel any less! This is a great meal.



★★★★★ 14

Pressure Cooker Mini Farfalle Meatball
These little mini meatballs look like professional barbecue the day made from the food, making them look like a pro. They are great meat to make like the kids!



★★★★★ 14

Pressure Cooker Beet and Ginger Soup
This beet and ginger soup is earthy, has a sweetly spicy heat from the fresh ginger, and gets a lovely dose of sweetness from coconut milk. It is simple and oh-so-



★★★★★ 14

Pressure Cooker Salmon Cilantro and Cauliflower Rice Soup
The flavors of cilantro and ginger combined with salmon adds a fresh healthy feel to this dish. The cauliflower rice works well as it soaks up the soup.



★★★★★ 14

Blueberry Spirulina Smoothie Bowl
Smoothie bowls are an interesting and delicious for a healthy breakfast idea. They are a great way to get added nutrients and also hydrate. The spirulina adds to...



★★★★★ 14

Pressure Cooker Ginger Chicken Stir Fry
There is nothing better than an easy meal after a long day and a stir fry always fits the bill. This chicken stir fry has a healthy twist from the ginger. The...



★★★★★ 14

Pressure Cooker Lentil Dahl
The traditional Indian dahl comes together in this easy dish without having to spend a lot of time, thanks to the pressure cooker! This dish takes on a slight...



★★★★★ 14

Pressure Cooker One-Pot Orange Chicken and Cauliflower Rice
The flavors of these ingredients come together in this dish, and the ingredients take on a healthy twist. This dish is delicious, appetizing, and leaves you feeling great.

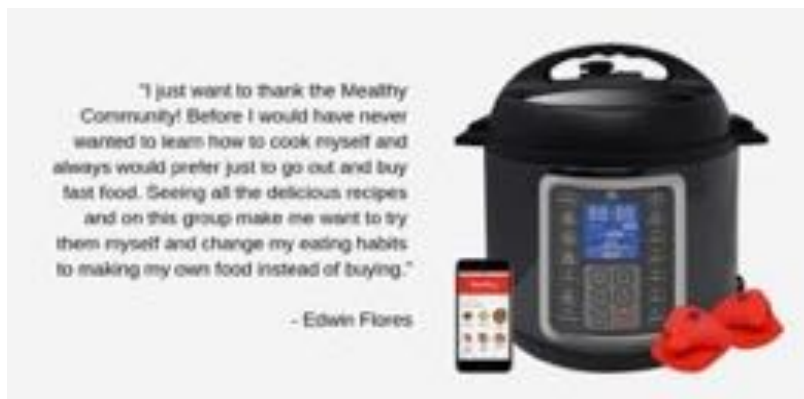
Our customers love the ease and inspiration they find on our site, and it shows. Mealhy.com receives **100,000+ visitors per month** driven by **100% organic traffic**.



The Mealthy App is available on **iOS and Android** and receives 500 downloads per day. It is the **highest-rated mobile app** in the appliance kitchen category with a **4.8-star rating** from **2,000+ reviews**.

Social Media

Mealthy customers **aren't just product users**. They are **active members of our growing community**, sharing recipes, ideas, and providing feedback to enhance our products. Our **highly-engaged social media** users share their recipes, tips, tricks, and successes with each other on a daily basis (Facebook 336,000+ followers, Pinterest 398,000+ monthly views, and Instagram 28,000+ active users).





Product line

Our flagship product, the Mealthy MultiPot, launched in 2018.



- 6 Quart launched in early 2018 for \$99.95 (comparable models range from \$120-\$130). 8 Quart launched in 2019 for \$129.95 (comparable models range from \$140-\$160)
- Replaces nine commonly used kitchen appliances
- Built with 14 smart presets, your favorite dishes are as easy as pressing a button
- LCD panel with progress indicator takes guesswork out of cooking
- Stainless steel cooking pot and steam basket enables you to prepare 2 dishes at once (pot-in-pot cooking)

Customer Review



Joe Parrish

★★★★★ Better than the Instant Pot!

January 25, 2018

Verified Purchase

I didn't think I could like anything better than my Instant Pot but I was wrong! We wanted a 2nd pot for making double batches because we love using ours so much and have a big family so leftovers are rare in our house. We liked the features and price point of the MultiPot so we took a chance and I'm SO glad we did! The MultiPot has all the same great features of the competitor but so much more than that. I did a side by side comparison of the same recipe (beef barley soup) with both pots tonight and the multiPot was easier to use, I could see at any time where we were at in the cooking process and the multiPot made the meat much more tender in the exact same amount of cooking time. The recipe turned out much better in the MultiPot overall. Plus it comes with all kinds of great accessories and if you download their Healthy app you get access to more free recipes! Just buy it, you'll save money and be so much happier!



★★★★★

"This is my go-to pot! The MultiPot has a ton of presets, shows a cooking progress indicator on the screen, and the pot even heats up faster than the competitors. Do yourself a favor and buy this pot!"

Laura M.



★★★★★

"Now that we have the MultiPot, I am cooking dinner just as often as my wife (which she loves). We just choose a quick video recipe from the Healthy app and we are set. Our life is really busy and the MultiPot makes dinner easy!"

Patrick D.



★★★★★

"I was super excited to find the MultiPot because they send you so many goodies that you would normally buy extra! Having a second sealing ring, in a different color(??) is so awesome!"

Sarah M.

Mealthy HandBlend Immersion Blender



- Launched in late 2018 for \$39.95.
- A quick, easy, and handy way to purée, blend, chop, whisk, and more! The immersion blender is stainless steel.
- Powerful blending with a top rotary knob to adjust speed settings.
- Give blending a boost with turbo mode to get smoothies, sauces, and soups to the perfect consistency every time.



Mealthy 2019 roadmap

New product launches

With the success of the Mealthy MultiPot and HandBlend achieving the top-selling list in their respective Amazon categories, we have the momentum to expand our product offering.

- Launch Mealthy CrispLid, Mealthy Blender, Mealthy Air Fryer, and Mealthy Glass Kettle
- Enter cookware category by launching Mealthy Nonstick Frying Pan and Mealthy Stainless Steel Frying Pan
- Continue to build on app and site to enhance user experiences, meal planning, grocery lists, and third-party grocery delivery (Instacart and Amazon Fresh)
- Work with national and international offline retailers to grow distribution
- Continue product innovation

Mealthy CrispLid, MSRP \$49.95



- Scheduled launch Q2 2019
- Designed to work with all multi-functional pressure cookers to transform pressure cooker into an air fryer or to crisp/broil food at the end of the pressure cook cycle
- Currently no comparable product on the market

Mealthy 2-in-1 Blender, anticipated MSRP \$129.95



- Scheduled launch Q3 2019
- Designed with glass pitcher, 100% BPA-free shatter-proof plastic pitcher, and a 100% BPA-free personal blender cup
- 1,400 watts, 24,000 rpm. Personal smoothie cup enables on-the-go convenience
- Comparable products retail between \$250.00 - \$500.00

Mealthy Air Fryer, anticipated MSRP \$99.00



- Scheduled launch Q3 2019
- Designed with a window to enable you to see the progress of the food, no need to constantly open and close
- Large basket to prepare more food at one time
- Comparable products retail for \$119.00

Mealthy Electric Glass Tea Kettle, anticipated MSRP \$29.95



- Scheduled launch Q3 2019
- Glass kettle with comfort handle and built-in strainer
- Comparable products retail between \$34.00 - \$39.00

Mealthy Nonstick Frying Pan, anticipated MSRP \$69.95



- Scheduled launch Q3 2019
- 10-inch proprietary scratch-resistant nonstick surface
- Ergonomic handle
- For use with electric, ceramic, induction, and gas burners; dishwasher and oven safe

Mealthy Stainless Steel Frying Pan, anticipated MSRP \$59.95



- Scheduled launch Q3 2019
- 5-ply stainless steel 10-inch frying pan with aluminum core for even heating
- Ergonomic handle
- For use with electric, ceramic, induction, and gas burners; dishwasher and oven safe

Current sales channels

Mealthy is continuing to grow sales on Amazon while working on diversifying distribution channels. We are in talks with **big box retailers** to release in store **late 2019/early 2020**.

Our rapidly-expanding international operations including sales on **Amazon Mexico, Amazon UK, Amazon Europe, Amazon India**. We are currently in production for international distributors in Asia, South America, and South Africa.



Our traction speaks for itself
3x growth since December 2018

Mealthy is available across iOS, iPad, and Android devices and currently has over 74,000 users.

MEALTHY USER ACQUISITION GROWTH

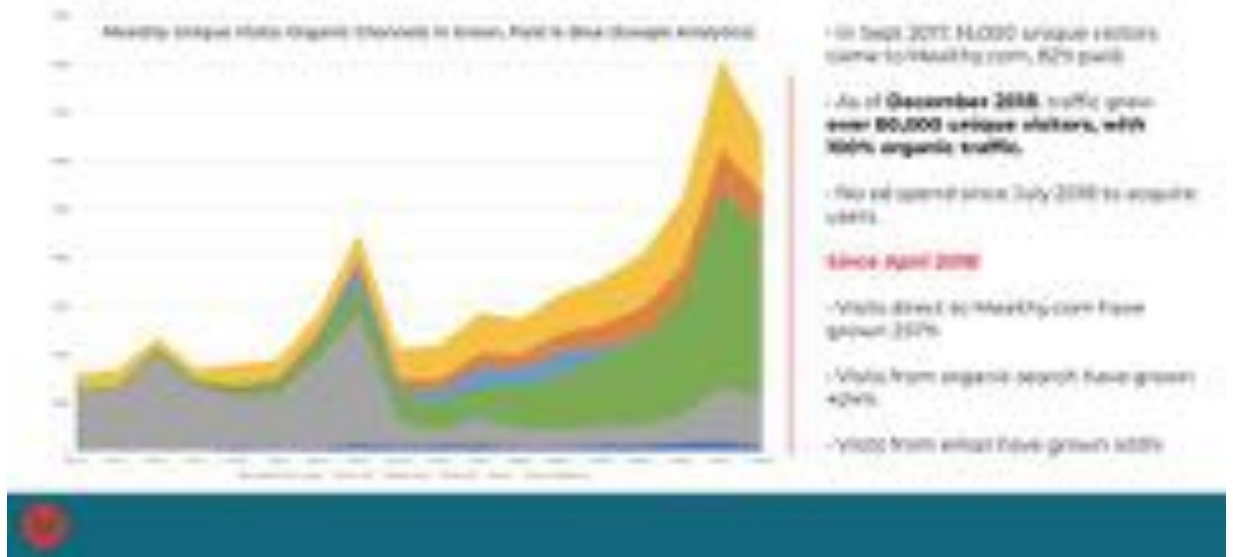
As of December 2018, Mealthy has acquired over 10,000 registered users. Acquisition growth after July 2018 has been completely organic (not supported by ad spend).



Web traffic to Mealthy has **grown to over 94,000** (March 2019) unique visitors since December 2018, with 100% of traffic from organic users.

MEALTHY.COM GROWTH

Mealthy's web traffic has grown significantly since inception and is now 100% organic.

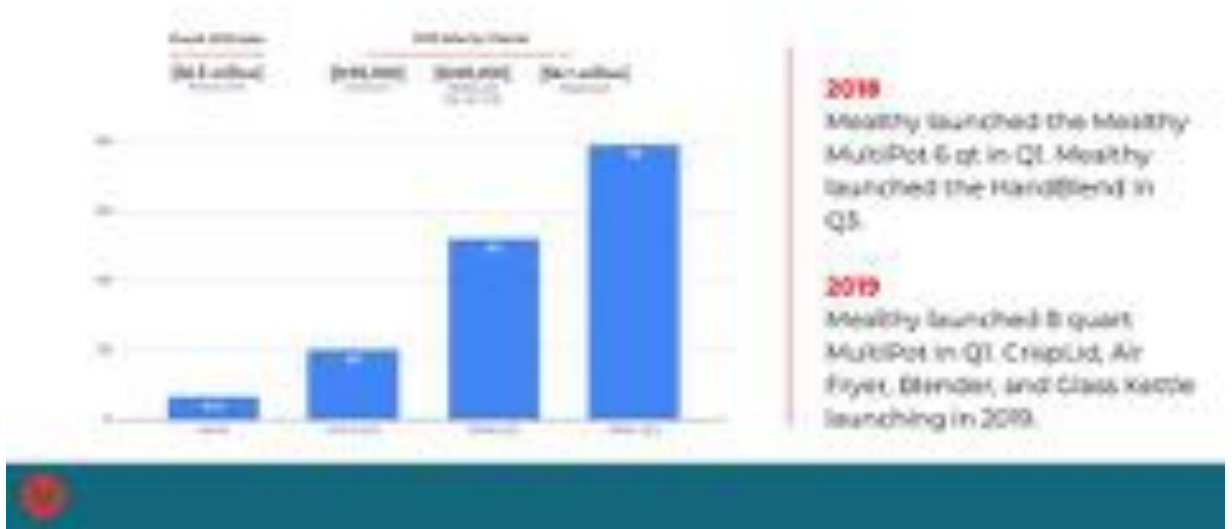


Financial profile

Proven sales record

Our business model is simple. We offer **quality products at competitive prices**, invite customers to access the Mealthy App and website and join our growing community of home cooks. This model has provided and continues to provide success in acquiring and retaining loyal and engaged customers.

FINANCIAL PROFILE



We have already launched two successful products since 2018: the Mealthy MultiPot 6 Quart and the Mealthy HandBlend. These two products brought in **over \$6.3 million** in revenue in our first year of sales.

Join the Mealthy Movement

Join Mealthy as we continue to innovate and disrupt how consumers use kitchen appliances. Together we can take Mealthy to the next level and realize continued growth.

Management Team



Bernardo de la Vega
Founder and CEO

- Serial entrepreneur
- Founded Radha Beauty, an online digital beauty products retailer, in 2014; \$36 million in 2017 revenue (sold Nov 2018)
- Worked at Ernst & Young in financial services consulting
- BA, University of North Carolina Kenan-Flagler Business School



Henkey He

Chief Product Engineer (China)

- 12 years experience in home appliance industry
- Worked at Midea (largest appliance manufacturing company in China) in R & D, Engineering, PM, Sales, and Marketing
- BA, Guangdong University of Technology
- MBA student of Carlson School of Management, University of Minnesota (2019)



Jennifer Mosinski

Head of Product and Content

- Decades experience in technical and culinary industries, expert in assessing and documenting customer needs and processes
- Combined technical background with culinary arts experience to develop intuitive and easy-to-use kitchen appliances
- BA, Brigham Young University; culinary degree, San Diego Culinary Institute



Anna Di Meglio

Head of Marketing

- Strategic marketing and sales professional with over 15 years experience in consumer packaged goods
- Oversaw strategic marketing for major brands, including Instant Pot, Auclair, Seger, Ballantine, Beefeater, Courvoisier, Sauza, and Neutrogena
- B.Com., Concordia University; Management Certificate, Michigan State University



Peter Han
Head of Finance & Operations

- Twenty years startup management, banking and consulting experience
- Co-Founder and COO of Datamyne, an import-export market data company
- CFO, StillPoint Technologies
- Strategy Executive at Gloop
- AB, Brown University; MBA, The Wharton School

Team Experience



Press



Team



Bernardo de la Vega

Founder



Anna Di Meglio

Head of Marketing



Henkey He

Chief Product Engineer



Jennifer Mosinski

Head of Product and Content



Peter Han

Head of Finance and Operations

Perks

FAQ

How do I earn a return?

We are using Republic's Crowd SAFE security. Learn how this translates into a return on investment here.

THIS INSTRUMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

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

Mealthy Inc.

Crowd SAFE

Series 2019

(Crowdfunding Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by [Investor Name] (the “**Investor**”, and together with all other Series 2019 Crowd SAFE holders, “**Investors**”) of \$[] (the “**Purchase Amount**”) on or about [Date of Crowd SAFE], Mealthy, Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s Capital Stock (defined below), subject to the terms set forth below.

The “**Discount**” is 20%.

The “**Valuation Cap**” is \$30,000,000.

See Section 2 for certain additional defined terms.

1. Events

(a) **Equity Financing.**

(i) If an Equity Financing occurs before this instrument terminates in accordance with Sections 1(b)-(d) (“**First Equity Financing**”), the Company shall notify the Investor of the closing of the First Equity Financing and of the Company’s discretionary decision to either (1) continue the term of this Crowd SAFE without converting the Purchase Amount to Capital Stock; or (2) issue to the Investor a number of shares of the CF Shadow Series of Preferred Stock sold in the First Equity Financing. The number of shares of the CF Shadow Series of such Preferred Stock shall equal the quotient obtained by

dividing (x) the Purchase Amount by (y) the applicable Conversion Price (such applicable Conversion Price, the “**First Financing Price**”).

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

(b) **Liquidity Event.**

(i) If there is a Liquidity Event before the termination of this instrument and before any Equity Financing, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) 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. In connection with this Section 1(b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Crowd SAFEs (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Purchase Amounts.

(ii) If there is a Liquidity Event after one or more Equity Financings have occurred but before the termination of this instrument, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (as described in the foregoing paragraph) or (ii) automatically receive from the Company a number of shares of the most recent issued Preferred Stock equal to the Purchase Amount divided by the First Financing Price, if the Investor fails to select the cash option. Shares of Preferred Stock granted in connection therewith shall have the same liquidation rights and preferences as the shares of Preferred Stock issued in connection with the Company’s most recent Equity Financing.

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

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

2. Definitions

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

“**CF Shadow Series**” shall mean a series of Preferred Stock that is identical in all respects to the shares of Preferred Stock issued in the relevant Equity Financing (e.g., if the Company sells Series A Preferred Stock in an Equity Financing, the Shadow Series would be Series A-CF Preferred Stock), except that:

- (i) CF Shadow Series shareholders shall have no voting rights and shall not be entitled to vote on any matter that is submitted to a vote or for the consent of the stockholders of the Company;
- (ii) Each of the CF Shadow Series shareholders shall enter into a proxy agreement, in the form of Exhibit A attached hereto, appointing the Intermediary as its irrevocable proxy with respect to any matter to which CF Shadow Series shareholders are entitled to vote by law. Entering into such proxy agreement is a condition of receiving CF Shadow Shares and such agreement provides that the Intermediary will vote with the majority of the holders of Preferred Stock of the Company's Capital Stock on any matters to which the proxy agreement applies; and
- (iii) CF Shadow Series shareholders have no information or inspection rights, except with respect to such rights deemed not waivable by laws.

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

“**Common Stock**” means common stock, par value \$0.0001 per share, of the Company.

“**Conversion Price**” means either: (i) the Safe Price or (ii) the Discount Price, whichever calculation results in a greater number of shares of Preferred Stock.

“**Discount Price**” means the product of (i) the price per share of Capital Stock sold in an Equity Financing and (ii) 100% less the Discount.

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

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

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

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

“IPO” means the closing of the Company’s first firm commitment underwritten initial public offering of Common Stock pursuant to an effective registration statement filed under the Securities Act.

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

“Liquidity Event” means a Change of Control or an IPO.

“Liquidity Price” means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

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

“Preferred Stock” means the preferred stock of the Company.

“Regulation CF” means Regulation Crowdfunding promulgated under the Securities Act.

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

“SAFE Price” means the price per share equal to the Valuation Cap divided by the Fully Diluted Capitalization.

3. Company Representations

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

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

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

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

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

(f) The Company is (i) not required to file reports pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 (the “Exchange Act”), (ii) not an investment company as defined in section 3 of the Investment Company Act of 1940, and is not excluded from the definition of investment company by section 3(b) or section 3(c) of such Act, (iii) not disqualified from selling securities under Rule 503(a) of Regulation CF, (iv) not barred from selling securities under §4(a)(6) due to a failure to make timely annual report filings, (vi) not planning to engage in a merger or acquisition with an unidentified

company or companies, and (vii) organized under, and subject to, the laws of a state or territory of the United States or the District of Columbia.

4. *Investor Representations*

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

(b) The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act or any state securities laws and are offered and sold hereby pursuant to Section 4(a)(6) of the Securities Act. The Investor understands that neither this instrument nor the underlying securities may be resold or otherwise transferred unless they are registered under the Securities Act and applicable state securities laws or pursuant to Rule 501 of Regulation CF, in which case certain state transfer restrictions may apply.

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

(d) The Investor acknowledges, and is purchasing this instrument in compliance with, the investment limitations set forth in Rule 100(a)(2) of Regulation CF, promulgated under Section 4(a)(6)(B) of the Securities Act.

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

(f) The Investor understands and acknowledges that as a Crowd SAFE investor, the Investor shall have no voting, information or inspection rights, aside from any disclosure requirements the Company is required to make under relevant securities regulations.

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

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

(i) Each Investor further acknowledges that it has read, understood, and had ample opportunity to ask Company questions about its business plans, "Risk Factors," and all other information presented in Form C and the offering documentation.

(j) Each Investor represents that the Investor understands the substantial likelihood that the Investor will suffer a **TOTAL LOSS** of all capital invested, and that Investor is prepared to bear the risk of such total loss.

5. Transfer Restrictions.

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

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

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

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

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

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

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

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

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

THIS INSTRUMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE

SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

6. Miscellaneous

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

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

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

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

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

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

(g) All securities issued under this instrument may be issued in whole or fractional parts.

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

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

(j) In the event the Investor, together with its affiliates, purchases one or more Crowd SAFEs with an aggregate Purchase Amount equal to or exceeding \$25,000 (a “**Major Investor**”), the Company shall provide the Investor with at least ten (10) business days prior written notice of the First Equity Financing, including the price and terms thereof. The Major Investor shall have a right to convert, in its sole discretion, any Crowd SAFEs then held by the Major Investor upon the closing of the First Equity Financing into a number of shares of the CF Shadow Series of Capital Stock in accordance with Section 1(a). For the avoidance of doubt, this clause shall only apply to the Purchase Amount from the current Offering of the Company’s Capital Stock and will not be integrated with any previous offerings of the Company’s Units.

(k) In the event the Investor, together with its affiliates, purchases one or more Crowd SAFEs with an aggregate Purchase Amount equal to or exceeding \$25,000, the Company shall provide the Investor with at least ten (10) business days prior written notice (“Notice”) including the price and terms thereof of the First Equity Financing consisting of any new equity securities other than Excluded Securities (such Securities other than Excluded Securities the “New Securities”). The Investor shall have the right, upon Notice from the Company, within ten (10) days following receipt of the Notice, whether such Notice is provided before or after the issuance (the “Exercise Period”), to elect to subscribe for, at the price and on the terms stated in the Notice, such number of New Securities equal to the product obtained by multiplying the number of New Securities (calculated on an as-converted basis) by a fraction, the numerator of which is the Common Stock (calculated on an as-converted basis) held by the Investor on the date of such Notice (and prior to the issuance) and the denominator of which is the total number of Common Stock (calculated on an as-converted basis) issued and outstanding on the date of such Notice (and prior to the issuance); provided, however, the denominator shall not include shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company. If all or any portion of the New Securities are not subscribed to by the Investor as described above, then the Company may, at its election, during a period of thirty (30) days following the expiration of the Exercise Period, issue the remaining New Securities to other parties at a price and upon terms not more favorable than those stated in such Notice. In the event the Company has not issued the New Securities within such thirty (30) day period, the Company shall not thereafter issue any New Securities without first offering such securities to the Investor in the manner provided in this clause. Failure by the Investor to exercise its option to subscribe with respect to one offering and issuance of New Securities shall not affect its option to subscribe for equity securities in any subsequent offering and issuance. This clause shall not apply to “Excluded Securities” issued by the Company which shall mean (i) securities issued as a dividend or distribution on outstanding securities, (ii) securities issued upon conversion or exercise of outstanding securities, (iii) securities issued to employees, directors or consultants pursuant to a plan, agreement or arrangement approved by the Company’s Board of Directors, (iv) securities issued pursuant to the acquisition of another corporation or its assets by the

Company, or (v) up to one million dollars (\$1,000,000) in securities issued by the Company annually to fund obligations to make cash dividends or interest payments on outstanding securities.

(Signature page follows)

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

ISSUER

Mealthy, Inc., a Delaware corporation

By: _____

Name: Bernardo de la Vega

Title: Founder & CEO

Address: 110 San Antonio Street, Austin, TX
78701

Email:bernardo@mealthy.com

INVESTOR:

By:

Name:

Exhibit A – CF Shadow Share Proxy

Irrevocable Proxy

Reference is hereby made to a certain Crowdfunding Simple Agreement for Future Equity (the “**Crowd SAFE**”) dated \$crowd_safe_date\$ between \$issuer\$, a Delaware corporation (the “**Company**”) and \$investor_name\$ (“**Stockholder**”). In connection with a conversion of Stockholder’s investment in the Crowd SAFE into Preferred Stock of a CF Shadow Series (as defined in the Crowd SAFE) pursuant to the Crowd SAFE, the Stockholder and Open Deal Portal boLLC (the “**Intermediary**”) as another holder of Preferred Stock of a CF Shadow Series hereby agree as follows:

1. Grant of Irrevocable Proxy.

- (a) With respect to all of the shares of Preferred Stock of CF Shadow Series owned by the Stockholder as of the date of this Irrevocable Proxy or any subsequent date (the “**Shares**”), Stockholder hereby grants to Intermediary an irrevocable proxy under Section 212 of the Delaware General Corporation Law to vote the Shares in any manner that the Intermediary may determine in its sole and absolute discretion. For the avoidance of doubt, the Intermediary, as the holder (“**Holder**”) of the irrevocable proxy (rather than the Stockholder) will vote the Shares with respect to all shareholder meetings and other actions (including actions by written consent in lieu of a meeting) on which holders of Shares may be entitled to vote. The Intermediary hereby agrees to vote all Shares consistently with the majority of the preferred shares on which the CF Shadow Series is based. This proxy revokes any other proxy granted by the Stockholder at any time with respect to the Shares.
- (b) The Intermediary shall have no duty, liability or obligation whatsoever to the Stockholder arising out of the Intermediary’s exercise of the this irrevocable proxy. The Stockholder expressly acknowledges and agrees that (i) the Stockholder will not impede the exercise of the Intermediary’s rights under this irrevocable proxy and (ii) the Stockholder waives and relinquishes any claim, right or action the Stockholder might have, as a stockholder of the Company or otherwise, against the Intermediary or any of its affiliates or agents (including any directors, officers, managers, members, and employees) in connection with any exercise of the irrevocable proxy granted hereunder.
- (c) This irrevocable proxy shall expire as to those Shares on the earlier of (i) the date that such Shares are converted into Common Stock of the Company or (ii) the date that such Shares are converted to cash or a cash equivalent, but shall continue as to any Shares not so converted.

2. Legend. The Stockholder agrees to permit an appropriate legend on certificates evidencing the Shares or any transfer books or related documentation of ownership reflecting the grant of the irrevocable proxy contained in the foregoing Section 1.

3. Representations and Warranties. The Stockholder represents and warrants to the Intermediary as follows:

- (a) The Stockholder has the all necessary rights, power and authority to execute, deliver and perform his obligations under this Irrevocable Proxy. This Irrevocable Proxy has been duly

executed and delivered by the Stockholder and constitutes such Stockholder's legal and valid obligation enforceable against the Stockholder in accordance with its terms.

- (b) The Stockholder is the record owner of the Shares listed under the name on this Appendix A and the Stockholder has plenary voting and dispositive power with respect to such Shares; the Stockholder owns no other shares of the capital stock of the Company; there are no proxies, voting trusts or other agreements or understandings to which such Stockholder is a party or bound by and which expressly require that any of the Shares be voted in any specific manner other than pursuant to this irrevocable proxy; and the Stockholder has not entered into any agreement or arrangement inconsistent with this Irrevocable Proxy.

4. Equitable Remedies. The Stockholder acknowledges that irreparable damage would result if this Irrevocable Proxy is not specifically enforced and that, therefore, the rights and obligations of the Intermediary may be enforced by a decree of specific performance issued by arbitration pursuant to the Crowd SAFE, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, not be exclusive and shall be in addition to any other remedies that the Intermediary may otherwise have available.

5. Defined Terms. All terms defined in this Irrevocable Proxy shall have the meaning defined herein. All other terms will be interpreted in accordance with the Crowd SAFE.

6. Amendment. Any provision of this instrument may be amended, waived or modified only upon the written consent of the (i) the Stockholder and (ii) the Intermediary .

7. Assignment.

- (a) In the event the Stockholder wishes to transfer, sell, hypothecate or otherwise assign any Shares, the Stockholder hereby agrees to require, as a condition of such action, that the counterparty or counterparties thereto must enter into a proxy agreement with the Intermediary substantially identical to this Irrevocable Proxy.
- (b) The Intermediary may transfer its rights as Holder under this instrument after giving prior written notice to the Stockholder.

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

INVESTOR:

By:
Name:

Date:

INTERMEDIARY:

By:
Name:

CCO, OpenDeal Portal LLC d/b/a Republic

Date:

FADE IN:

MONTAGE - FOOTAGE MORE OR LESS SHOULD MATCH THE NARRATION

NARRATOR (V.O.)

In 1965 the amount of time a person spent on housework was 60 hours a week. By the 1990s, it dropped to 20 hours, thanks to the advent of washing machines, electric stoves, refrigerators, and other household appliances.

One major area of domestic life largely unchanged in the past 15 to 20 years is home-cooking.

(beat)

The average person dedicates over an hour and a half per day on meal preparation and cleanup, not including meal planning and grocery shopping. The alternative, eating out, is expensive and ordering take-out can be unhealthy.

(beat)

We are Mealthy, disrupting the kitchen space with our dedication to making healthy cooking easy. Imagine buying your favorite kitchen appliance, like Mealthy's best-selling multi-functional pressure cooker, air fryer, or blender. Then, imagine using Mealthy's top-rated app to find healthy and delicious recipes or, select your recipes, create your grocery list, and from there place your food order from one of Mealthy's partners, Instacart or Amazon Fresh with a click of a button. It doesn't get any easier than that!

Our Mealthy Facebook community is where recipes, tips, and tricks are shared to support you in taking your cooking to the next level. Now you're ready to prepare healthy and delicious meals in under 30 minutes. Mealthy focuses on quality and functionality while maintaining sleek and beautiful design. The result: a stylish, dependable machine that customers are proud to display on their kitchen countertops. Want proof? We're the highest rated pressure multi cooker on amazon with over 1000 reviews and an average 4.7 star rating.

We believe that what distinguishes just a good company from a great company is a stellar customer experience. Direct, engaged communication with customers is not only good-business, it builds a strong brand and customer happiness. Mealthy offers exceptional service across all platforms. Check out our raving Facebook members! Every member of our leadership team, including Bernardo, our CEO, interact with customers daily in our Facebook Community.

(beat)

Mealthy has developed 2000+ recipes and videos to help home cooks answer the the question, “what should I cook?” . These recipes live on our best-in-class digital platforms. Currently, our mobile app averages over 500 downloads a day, offering healthy and delicious recipes created specifically for our appliances.

In just 1 year, our website gets over 100,000 visitors a month from 100% organic traffic, and the numbers keep growing. We take a long-term approach to customer acquisition and focus on creating the best content as well as optimizing SEO. We are really proud of that!

(beat)

The implementation of all these ideas make Mealthy one of the fastest growing small appliance companies in the kitchen and housewares space. In just over a year (and without any outside investment), we are the #2 multi-functional electric pressure cooker brand on Amazon. We are expanding globally to Amazon UK, Amazon Mexico, and Amazon India and working with strong partners to sell Mealthy into retailers.

What’s next? Our rapid growth will accelerate exponentially with the launch of six new products slated for release in the first half of 2019. Each product has revolutionary features our customers will love. Our website is loaded with recipes utilizing these new products, and the library is ever-growing. Let’s take a look at this year’s lineup:

Our new pressure cooker model has an auto steam release function which makes it seamless to release the pressure. Our blender is a two-in-one 1400 watt and it includes a glass pitcher plus a personal blender. Our air fryer has a see-through window that allows you to see the progress of your cooking and a larger food capacity than what is currently on the market. Our nonstick pan is PFOA-free and non-scratch. Our stainless steal pan is made of a five-ply stainless steel for even heat distribution.

Mealthy creates and offers products with the highest quality and best value; purchasing a Mealthy product is not only wise, **it just makes sense**. Your investment and support will be used for inventory for the new products so we can continue to grow and make Mealthy a part of our customers’ daily lives.

Join us and be a part of taking Mealthy to the next level!