



REACH DIGITAL LTD

UP TO 268,754 SHARES OF COMMON STOCK

REACH Digital LTD, (“we”, the “**Company**” or “**REACH**”), an Israeli corporation (formerly known as Seegnature LTD), is providing this private placement memorandum (the “**Memorandum**”) in connection with an offering under Rule 506(c) of Regulation D under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) of up to 268,754 shares of common stock (the “**Common Stock**”) on a continuous, best efforts basis, for cash (the “**Offering**”) as further described below. The Offering to which this Memorandum relates are being conducted to raise money for our general operations and working capital needs.

REACH is a technology company that provides customer engagement services to companies through the REACH platform, owned by REACH Digital LTD (“**REACH Parent**”) and its affiliates (which includes REACH). The Common Stock is a security that will be issued by REACH. See “Description of Securities.” Each Common Stock will represent a right to receive a portion of REACH Proceeds (as defined below).

The Offering under this Memorandum will consist of the following: up to 268,754 shares of Common Stock, at a price of \$3.72 each, to “**accredited investors**” (as such term is defined under Regulation D). Investors in the Offering must pay for their Common Stock in cash.

The maximum gross cash proceeds we will receive as a result of the Offering will not exceed \$1,000,000.

In addition to the Offering, we also intend to issue Common Stock to fulfill obligations incurred under previous agreements by REACH and/or REACH Parent. If the Offering is completed as intended and the cumulative maximum number of Common Stock is sold, a total of 3,816,313 shares of Common Stock will be outstanding upon completion of the Common Stock Offerings.

The Offering will continue until July 9, 2021, unless the Company extends the Offering past such date in its own discretion. At least \$10,000 of shares of Common Stock must be sold in order for us to accept investor payments and consummate sales. There is a minimum purchase requirement of \$10,000. We reserve the right to impose a maximum investment limit, in our sole discretion.

REACH Common Stock are speculative securities. Investing in our Common Stock involves a high degree of risk. You should invest in them only if you can afford a complete loss of your investment. See “Risk Factors.”

The Common Stock sold in the Offering will be “restricted securities” for purposes of the Securities Act, and will be transferable pursuant to Rule 144 under the Securities Act only after a holding period of one year from their issuance and compliance with other applicable provisions of Rule 144.

The Common Stock will not trade on a stock exchange, securities exchange or other trading market. This means that, when the restrictions on resale are satisfied, it may be difficult for you to sell your Common Stock. See “Plan of Distribution – Transferability of Common Stock.” While we intend to take the necessary steps to qualify the Common Stock to trade on a compliant exchange, when such an exchange exists, we have not taken any steps to date and there is no guarantee that there will be such an exchange or that we will be successful in qualifying the Common Stock to

trade on any such exchange. As a result, you should be prepared to hold your Common Stock indefinitely, as there is no guarantee that Common Stock holders will be able to sell or exchange their Common Stock. Common Stock may remain illiquid for a significant period of time or indefinitely.

No sale may be made to you in the Offering if you are not an accredited investor.

THIS IS NOT AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE SECURITIES DESCRIBED HEREIN IN ANY JURISDICTION IN WHICH OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. THE SECURITIES MAY NOT BE OFFERED FOR SALE OR RESOLD OR OTHERWISE TRANSFERRED UNLESS PERMITTED UNDER THE TRANSFER RESTRICTIONS DESCRIBED HEREIN, AND UNLESS THEY ARE REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT AND APPLICABLE STATE LAWS OR ARE EXEMPT FROM SUCH REGISTRATION AND QUALIFICATION.

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We are offering to sell, and seeking offers to buy, Common Stock only in jurisdictions where such offers and sales are permitted. Please read the information in this Memorandum, and any accompanying Memorandum supplements or amendments, carefully. When considering whether to acquire Common Stock, you should rely only on the information contained in this Memorandum. We have not authorized anyone to provide you with any information other than the information contained in this Memorandum. The information contained in this Memorandum is accurate only as of its date, regardless of the time of its delivery or of any sale or delivery of our securities. Neither the delivery of this Memorandum nor any sale or delivery of Common Stock shall, under any circumstances, imply that there has been no change in our affairs or in the information contained in this Memorandum since the date of this Memorandum. This Memorandum will be updated and made available for delivery only to the extent required by the federal securities laws.

Unless otherwise indicated, data contained in this Memorandum concerning the financial services technology industry and other industries, and markets relevant to our operations, are based on information from various public sources. Although we believe these data are generally reliable, such information is inherently imprecise, and our estimates and expectations based on these data involve a number of assumptions and limitations. As a result, you are cautioned not to give undue weight to these data, estimates or expectations.

Prospective investors should not construe the contents of this Memorandum as legal, tax or financial advice. Each prospective investor should, and by accepting delivery of this Memorandum agrees to, consult their own professional advisors as to the legal, tax, financial or other matters relevant to the suitability of an investment in these securities for such investor.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

We own or have rights to certain trademarks and trade names that we use in conjunction with the operations of our business. Each trademark, trade name or service mark of any other company appearing or incorporated by reference herein belongs to its holder. Solely for convenience, trademarks and trade names referred to in this prospectus may appear without the “®” or “™” symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent possible under applicable law, our rights or the rights of the applicable licensor to these trademarks and trade names. We do not intend our use or display of other companies’ trade names, trademarks or service marks to imply a relationship with, or endorsement or sponsorship of us by, such other companies.

Some of the statements in this Memorandum constitute forward-looking statements. Forward-looking statements

relate to expectations, beliefs, projections, future plans and strategies, anticipated events or trends and similar matters that are not historical facts. In some cases, you can identify forward-looking statements by terms such as “anticipate”, “assume”, “believe”, “continue”, “could”, “estimate”, “expect”, “intend”, “may”, “plan”, “potential”, “predict”, “should”, “will” and “would” or the negatives of these terms, or other comparable terminology.

Forward-looking statements involve known and unknown risks, uncertainties, and other factors that may cause actual outcomes to differ adversely from those expressed or implied by the forward-looking statements. You should not place undue reliance on forward-looking statements. The cautionary statements set forth in this Memorandum, including in “Risk Factors” and elsewhere, identify important factors that you should consider in evaluating our forward-looking statements. Although we believe that our forward-looking statements are reasonable, we cannot assure their accuracy or any particular actual outcomes. No assurance can be given to any investor by anyone that the outcomes reflected in our forward-looking statements will be attained or that deviations from them will not be adverse. We undertake no obligation, other than as may be required by law, to update our forward-looking statements beyond the date of this Memorandum.

SUMMARY

The following summary highlights selected information contained in this Memorandum. This summary does not contain all the information that may be important to you. You should read all the information contained in this Memorandum, including, but not limited to, the “Risk Factors” section.

REACH

REACH is a technology company. We are working to change the way companies conduct and close business remotely.

REACH is a Next-generation remote customer collaboration platform offering a unified seamless cloud-based solution for mid and large enterprises to conduct and close business remotely. The platform allows audio/video chat, document collaboration, real time signature, instant ID verification (Know Your Customer compliant), video & digital audit trail of transactions for compliance purposes and a vault for holding signed customer papers, all in one single platform. The solution works on computer, iPad or any mobile device with no required downloads. REACH has raised over \$5.5M in funding from NFX Capital Management, LLC (www.nfx.com) in Silicon Valley, and over a dozen other angel investors.

An organizational chart of REACH Digital LTD and related subsidiaries is depicted below.



*REACH DIGITAL LTD holds 100% of the shares of REACH DIGITAL INC, a Delaware corporation

The REACH Business

Our Technology

REACH provides a Next-generation remote customer collaboration platform offering a unified seamless cloud-based solution for mid and large enterprises to conduct and close business remotely. The platform allows audio/video chat, document collaboration, real time signature, instant ID verification (Know Your Customer compliant), video & digital audit trail of transactions for compliance purposes and a vault for holding signed customer papers, all in one single platform. The solution works on computer, iPad or any mobile device with no required downloads (“**Core Business Services**”).

The members of REACH’s management team have extensive experience in Sales, Marketing & product development and management.

Our Business Model

REACH is primarily focused on providing customer engagement services to its clients.

As consideration for providing those services to our clients, REACH receives a yearly subscription payment pursuant to written master service agreements that REACH has entered into our client Contracts with each client.

For example, REACH generates revenue by charging its clients for facilitating customer facing interactions. Currently, REACH charges nearly every company that raises capital on its platform between \$1 to \$2 per session, depending on the size of the yearly sessions allowance. For illustrative purposes, if Company C were to purchase a yearly sessions allowance of 500K sessions, then, REACH would receive a ~\$600,000 upfront payment for the 1st year and upon renewal another \$600,000 payment at the start of the 2nd year etc. Later, and from time to time, REACH may receive additional payments, if Company C has exceeded its yearly sessions allowance, such that, for each additional session, it will receive an overage fee of ~\$2 per session.

Our Products and Services Strategy

REACH plans to make all of its current suite of services more reliable, scalable, and fault-tolerant. REACH also intends to expand its suite of services to include:

- ***Payment processing:*** REACH is working on accreditation services that allow agents using our platform to process a payment from a client during a real time session.
- ***Document collaboration capability on Word documents:*** REACH intends to expand its services and provide an ability to collaborate on documents in real time, even if those documents are in a Word format.

Our Company Strengths

The members of REACH's management team have extensive experience in Sales, Marketing & product development. The Company's technology includes innovative customer engagement tools that have been successfully deployed to service its clients.

The Common Stock

The Common Stock is a security issued by REACH. Each share of Common Stock represents a right to receive a portion of REACH Proceeds, as and when REACH shares such proceeds with Common Stock holders. Common Stock issued or sold as part of the Offering pursuant to this Memorandum may only be issued or sold to accredited investors.

Corporate Information

REACH Digital LTD is a Israeli corporation that was formed on January 25, 1995. We are headquartered at 114 Yigal Alon st., Floor 11, Tel Aviv, 6744320 State of Israel +1-888-432-8901. Our email address is support@reachhq.com.

THE OFFERING

Issuer:	REACH Digital Ltd, a Israeli corporation (formerly known as Seegnature LTD).
Securities offered:	Up to 268,754 shares of REACH Common Stock.
Offering type:	An offering pursuant to Rule 506(c) of Regulation D (“ Regulation D ”) under the Securities Act by us on a continuous, best efforts basis.
The Offering:	Up to 268,754 shares of Common Stock, to “accredited investors” (as such term is defined under Regulation D).
Number of Common Stock Outstanding before the Common Stock Offering:	3,547,559.
Number of Shares of Common Stock to be Outstanding after the Common Stock Offering:	3,816,313 (assuming all shares of Common Stock offered are sold and issued in the Common Stock Offering).
Price per Common Stock:	\$3.72 each, which investors must pay for in cash.
Minimum offering amount:	At least \$10,000 of shares of Common Stock must be sold in order for us to accept investor payments and consummate sales.
Minimum purchase requirements:	At least \$10,000 of shares of Common Stock, although we reserve the right to waive this minimum purchase requirement in one or more cases, and/or impose maximum investment limits, in our sole discretion.
Maximum offering proceeds:	The maximum gross cash proceeds we will receive in the Offering will not exceed \$1,000,000. No other persons will receive proceeds from the Offering. We estimate that the total expenses of the Offering will be approximately \$70,000. See “Plan of Distribution.”
Duration of the Offering:	We will commence the Offering as soon as possible. The Offering will continue until the earlier of (i) we sell all of the Common Stock being offered in the Offering or (ii) we announce the discontinuation of the Offering on July 9, 2021. We may in all events terminate the Offering early, whether extended or not, without advance notice. See “Plan of Distribution”.
Delivery:	We will deliver certificated Common Stock to participants in the Offering at the time of the first closing (the “ Initial Delivery Date ”). Notwithstanding the foregoing, we will not deliver any Common Stock to any particular investor in the Offering until such investor pays us in cash, in full payment of the purchase price of such investment, and completes our subscription process. See “Plan of Distribution.”
Payment; Subscription Process:	The purchase process will consist of an investor completing our subscription process and making payment, and then receiving Common Stock thereafter on the Initial Delivery Date. See “Plan of Distribution – Payment by Investors” and “Plan of Distribution – Our

Subscription Process.”

Restricted Securities:

The Common Stock sold in the Offering will be “restricted securities” under U.S. federal securities laws and will be transferable pursuant to Rule 144 under the Securities Act only after a holding period of one year from their issuance and compliance with other applicable provisions of Rule 144. Additionally, there is no guarantee that any exchanges capable and willing to support trading in Common Stock will be developed and approved. As a result, you should be prepared to hold your Common Stock indefinitely, as there is no guarantee that holders will be able to sell or exchange their Common Stock. Common Stock may remain illiquid for a significant period of time or indefinitely. Holders of Common Stock that wish to transfer their Common Stock on any other trading platform, exchange or bulletin board will be required to make their own determination as to whether such transfer is in compliance with U.S. federal and state securities laws. See “Plan of Distribution – Transferability of Common Stock.”

Voting rights:

The holders of the Common Stock are entitled to one vote for each Share held of record on all matters submitted to a vote of the stockholders. Under the Certificate of Incorporation and our bylaws, any corporate action to be taken by vote of stockholders other than for election of directors is authorized by the affirmative vote of a majority of the votes cast. Directors are generally elected by a plurality of stockholder votes, except that vacancies on the board may also be filled by the affirmative vote of a majority of the remaining directors (even if less than a quorum). Stockholders do not have cumulative voting rights.

Liquidation Rights:

In the event of our liquidation, dissolution or winding up, holders of Common Stock would be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities.

Other Rights:

Holders of Common Stock have no preemptive, conversion or subscription rights, nor do any redemption or sinking fund provisions apply to the Common Stock. The rights, preferences and privileges of the holders of Common Stock would be subject to, and could be adversely affected by, the rights of the holders of shares of any future class or series of preferred stock.

Use of proceeds:

Assuming all shares of Common Stock offered in the Offering are sold, we expect to receive, in cash payments acceptable to us, gross proceeds of \$1,000,000 and net proceeds, after deducting the expenses of the Offering (which include five percent (5%) of the gross proceeds in offering setup and processing fees, two percent (2%) of the gross proceeds in escrow and payment processing fees and two percent (2%) of the gross proceeds in a securities commission),

of an estimated \$930,000. We intend to use the net proceeds of the Offering to fund our current operations. We intend to utilize the proceeds of the Offering to focus on the growth of REACH, and will not use such proceeds as a means directly to finance the growth of our affiliated entities, although the Company's growth may lead to the Company providing more services to more affiliates, which may indirectly help those affiliates grow.

The expected use of net proceeds from the Offering represents our intentions based upon our current plans and business conditions, which could change in the future. The amounts and timing of our actual expenditures may vary significantly depending on numerous factors. As a result, our management will retain broad discretion over the allocation of the net proceeds from the Offering. See "Use of Proceeds."

Certain material U.S. federal income tax considerations:

For a description of certain material U.S. federal income tax consequences of the purchase, ownership, and disposition of our Common Stock, see "Certain Material U.S. Federal Income Tax Considerations."

Risk factors:

Investing in our Common Stock involves a high degree of risk. See "Risk Factors."

RISK FACTORS

You should carefully consider the risks described below, together with all of the other information contained in this Memorandum, before making an investment decision. The occurrence of any of the risks described below could have material adverse effects on the Common Stock and our business, financial condition, results of operations, and prospects. Additional risks and uncertainties that we do not presently know or that we currently deem immaterial may also have similar, material adverse effects.

Risks Related to Our Business

We are an early stage company and since inception we have incurred a net loss and generated limited revenues.

REACH was formed in 1995. Accordingly, the company has a limited history upon which an evaluation of its performance and future prospects can be made. Our current and proposed operations are subject to all the business risks associated with new enterprises. These include likely fluctuations in operating results as the company reacts to developments in its market and seeks to achieve and manage growth. REACH has incurred a net loss and has generated limited revenues since inception.

We anticipate that REACH's operating expenses will increase in the foreseeable future as we seek to grow our business, attract members, and further enhance and develop the REACH platform. These efforts may prove to be more expensive than we currently anticipate, and we may not succeed in increasing our revenue sufficiently to offset these expenses. REACH may incur additional net losses in the future.

REACH has a limited operating history, which may make it difficult to evaluate the potential success of our business and to assess our future viability.

REACH was formed in the State of Israel on January 25th, 1995 as a corporation. REACH has encountered, and will continue to encounter, risks and difficulties frequently experienced by growing companies in rapidly developing and changing industries, including challenges in forecasting business prospects accurately, determining appropriate allocations of limited resources, gaining market acceptance, managing a complex regulatory landscape, and developing new products and services. Investors should consider REACH's business and prospects in light of the

risks and difficulties it faces as an early stage company.

Our revenues have been and will continue to be dependent on our provision of services to a limited number of clients.

A significant portion of our revenue is derived from dozen clients. Under REACH's current business model, it receives yearly subscription payments for services that it provides to companies. There can be no assurance that clients would renew their subscription every year. See "Certain Relationships and Related Party Transactions".

Our auditors have stated in their audit report that there is substantial doubt about our ability to continue as a going concern.

We began operations on January 25, 1995 and we have a limited operating history. Our ability to continue as a going concern, including for one year from the issuance date of our most recent financial statements, is dependent upon raising funds in the Offering and achieving and sustaining profitable operations. We plan to have substantially expanded operations in 2021 and beyond, which we expect to fund initially from client revenue and the net proceeds of the Offering. But we may need to raise additional capital before we achieve financially sustainable or profitable operations, and there can be no assurance we will be able to raise such capital, on acceptable terms or at all, or achieve such operations.

Our management will have broad discretion over the use of the net proceeds from the Offering.

The Company has discretion in deciding how to use the net proceeds from the Offering. The net proceeds will be used for such purposes as our management finds to be in our best interests, in particular when addressing changed circumstances or opportunities. As a result of the foregoing, our success will be substantially affected by the quality of our discretion and judgment with respect to the application and allocation of the net proceeds of the Offering. The Company may choose to use the proceeds in a manner with which you would not agree. Any failure by REACH's management to apply the net proceeds effectively could harm the Company and its operations.

REACH may not be able to competently provide the services it has contracted to provide.

REACH has a limited operating history and is providing, in part, novel products and services. If REACH is unable to provide products and services effectively, REACH may lose its sources of revenue.

We rely on third parties to maintain and operate certain elements of our infrastructure.

REACH uses data centers located in the US to operate and maintain the platform infrastructure. For example, portions of our infrastructure are hosted on Amazon Web Services. The elements of this complex system that are operated by third parties are beyond the day-to-day control of REACH, and such third-parties would be difficult to replace. We expect our dependence on these third parties to continue. Nevertheless, REACH's existing third-party hosting providers have no obligation to renew their agreements with REACH on commercially reasonable terms or at all, and certain agreements governing these relationships may be terminated by either party at any time, with limited notice. If any of our arrangements with third parties are terminated by such parties, our clients and their members could experience interruptions on the Site, as well as downtime, delays, and unforeseen expenses. Further, third-party cloud providers can decide to shut down our accounts for various reasons with limited notice. As a result, our operations and prospects could be adversely affected by the actions or inaction of third parties beyond our control.

We rely on third party providers, suppliers and licensors to supply some of the software, and operational support necessary to our provision of products and services.

We obtain some of the foregoing from a limited number of vendors, some of which do not have a long operating history or may not be able to continue to supply what we desire. Some of our hardware, software, and operational support vendors represent our sole source of supply or have, either through contract or as a result of intellectual property rights, a position of some exclusivity. If demand exceeds these vendors' capacity or if these vendors experience operating or financial difficulties, or are otherwise unable to provide what we need in a timely manner, at our specifications and at reasonable prices, our ability to provide some products or services might be adversely affected, or the need to procure or develop alternative sources of the affected materials or services might delay our

ability to serve our clients. These events could adversely affect our operations, results, and financial condition.

A violation of privacy or data protection laws by REACH or members of the Site could have an adverse effect on our operations and financial condition.

REACH is subject to applicable privacy and data protection laws and regulations. The laws and regulations relating to privacy and data protection are evolving, may impose inconsistent or conflicting standards among jurisdictions, can be subject to significant change, and may result in ever-increasing regulatory and public scrutiny and escalating levels of enforcement and sanctions. For example, a new EU data protection regime, the General Data Protection Regulation (“GDPR”) became effective on May 26, 2018, and, in addition to imposing stringent obligations relating to privacy, data protection, and information security, authorizes fines up to 4% of global annual revenue or €20 million, whichever is greater, for some types of violations.

In the normal course of our operations, we collect and store certain business, personal and other information that we, our clients and others generate or possess, including in systems and devices that are controlled by third parties, such as cloud storage companies. We could be harmed if the security of such information is compromised.

In the normal course of our operations, we collect and store certain business, personal, and other information that we, our clients and others generate or possess. Some of this collection and storage occurs in or through systems and devices that are controlled by third parties, such as cloud storage companies. We may on occasion share some of such information with third-party vendors that assist with certain aspects of our business. Security could be compromised, and confidential client or other information misappropriated. The misappropriation, loss, or other compromise of any such information could disrupt our operations, damage our reputation, and expose us to claims, any of which could have an adverse effect on our financial condition and results of operations.

REACH may be subject to Covid-19 risk

The outbreak of a Coronavirus (COVID-19) pandemic has created significant volatility and uncertainty in financial markets and has affected a significant number of small, medium and large sized companies. The extent to which COVID-19 impacts the Company’s current capital raise and ability to obtain future financing will depend on future developments which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of COVID-19 and the actions taken by governments and their rules or guidance with regards to private businesses to contain COVID-19 or treat its impact. If the disruptions posed by COVID-19 continue for an extensive period of time, the Company’s business and financial condition may be materially adversely affected. The Company may suffer from slower responses from third party service providers, and we are prepared for potential pressures on staff morale in a prolonged period of isolation.

REACH may be subject to cyberattacks, security breaches, and the loss or theft of Common Stock.

REACH may be subject to cyberattacks, security breaches, and the loss or theft of Common Stock. These attacks could include, among others, man-in-the-middle, phone hijacking, smurfing, spoofing, and other denial of service attacks, where communications between computers are intercepted or interrupted, or social engineering attacks, including phishing emails, where attackers use impersonation to gain access to assets or private information.

An attack on or a breach of security of REACH could result in a loss of confidential or private data, unauthorized use or transfer of digital assets, damage to REACH’s reputation, failures in computer systems, and other harms.

It may be difficult and costly to protect the intellectual property rights of REACH, and REACH may not be able to ensure their protection.

REACH primarily relies on trade secret protections and confidentiality or license agreements with its employees, members, and others to protect its intellectual property rights. However, the steps it takes to protect its intellectual property rights may be inadequate. In order to protect its intellectual property rights, REACH may be required to spend significant resources to monitor and protect these rights. Litigation brought to protect and enforce its intellectual property rights could be costly and time-consuming, and could result in the impairment or loss of portions of its intellectual property. Furthermore, its efforts to enforce intellectual property rights may be met with defenses,

counterclaims, and countersuits attacking the validity and enforceability of those and related rights. The counterparties in such disputes could prevail, or REACH could incur substantial legal expenses even if it were to prevail. REACH's failure to secure, protect, and enforce its intellectual property rights, or the cost of successfully or unsuccessfully seeking to protect those rights, could adversely affect its business. In addition, any litigation could divert the attention of REACH's management and key personnel from the further development of the REACH business, which would adversely affect your Common Stock.

REACH may be sued by third parties for alleged infringement of their proprietary rights, which could harm our business.

The success of REACH depends in part on not infringing on the intellectual property rights of others. Our competitors, as well as a number of other entities and individuals, may own or claim to own intellectual property relating to our operations. From time to time, third parties may claim that we are infringing their intellectual property rights. REACH may be unaware of the intellectual property rights that others may claim over some or all of its technology or services. Any claims or litigation could cause REACH to incur significant expenses and, if successfully asserted against REACH, could require that REACH pay substantial damages or settlement costs, including royalty payments, and to obtain licenses, modify applications, refund fees, or comply with other unfavorable terms, any of which could be costly. Even if REACH were to prevail in this type of dispute, any litigation regarding REACH's intellectual property could be costly and time-consuming and divert the attention of REACH's management and key personnel from the further development of the REACH business, which would adversely affect your Common Stock.

The development and commercialization of our services is highly competitive.

REACH's competitors include major companies worldwide. Many of these competitors have significantly greater financial, technical, and human resources than REACH and superior expertise in research and development, and thus may be better equipped to develop and commercialize products and services. These competitors also compete with us in recruiting and retaining qualified personnel and acquiring technologies. Smaller or early stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. Accordingly, competitors may commercialize products and services more rapidly or effectively than we can, which could adversely affect our competitive position.

Industry consolidation may result in increased competition, which could result in a loss of clients or a reduction in revenue.

Some of our competitors have made or may make acquisitions or may enter into partnerships or other strategic relationships to offer more comprehensive services than they individually had offered or achieve greater economies of scale. In addition, new entrants not currently considered to be competitors may enter our market through acquisitions, partnerships, or strategic relationships. We expect these trends to continue as companies attempt to strengthen or maintain their market positions. The potential entrants may have competitive advantages over us, such as greater name recognition, longer operating histories, more varied services and larger marketing budgets, as well as greater financial, technical, and other resources. The companies resulting from combinations or that expand or vertically integrate their business to include the market that we address may create more compelling service offerings and may offer greater pricing flexibility than we can, or may engage in business practices that make it more difficult for us to compete effectively, including on the basis of price, sales and marketing programs, technology, or service functionality. These pressures could result in a loss of clients or business opportunities or a reduction in our revenue.

In general, demand for our products and services may be highly correlated with general economic conditions.

Declines in economic conditions in the U.S. or in other countries in which our Company and our clients operate may adversely affect our financial condition and operating results. The Company and its industry may have increased excess capacity as a result. An increase in excess capacity may result in declines in prices for the Company's products and services.

If we do not respond to technological changes or upgrade our websites and technology systems as markets require, our growth prospects and results of operations could be adversely affected.

To remain competitive, we must continue to enhance and improve the functionality and features of our websites and

technology infrastructure. As a result, we will need to continue to improve and expand our infrastructure and software capabilities. These improvements may require us to commit substantial financial, operational, and technical resources, with no assurance that our business will improve. Without such improvements, our operations might suffer from unanticipated system disruptions, slow performance, or unreliable service levels, any of which could negatively affect our reputation and ability to attract and retain clients. We may face significant delays in introducing new products, services, and enhancements. If competitors introduce new products and services using new technologies or if new industry standards and practices emerge, our existing websites and our technology and systems may become obsolete or less competitive, and our business may be harmed.

REACH's operations involve various risks and hazards. If we do not adequately insure against them, unanticipated losses could adversely affect our financial condition and operating results.

REACH maintains, or is in the process of securing, insurance against potential liabilities related to our operations. We believe our existing and planned levels of insurance coverage will reasonably limit our likely exposure to unanticipated losses. However, our current and anticipated insurance coverage may not be adequate to cover claims or liabilities, and we could be forced to bear significant losses. Substantial claims in excess of our insurance coverage could adversely affect our financial condition and operating results. Due to future claims or liabilities, or to market conditions, our insurance premiums could increase.

REACH's business is subject to the risks of earthquakes, fire, power outages, floods, epidemics and other catastrophic events, and to interruption by man-made problems such as strikes and terrorism.

A significant natural disaster, such as an earthquake, fire, power outage, flood, epidemic, or other catastrophic event, or interruptions by strikes, terrorism or other man-made problems, could have an adverse effect on our business, operating results and financial condition. Despite any precautions we may take, the occurrence of a natural disaster or other unanticipated problems could result in lengthy interruptions in our services. The risks of such an event may be further increased if our disaster recovery plans prove to be inadequate.

REACH does not currently maintain business interruption insurance to compensate us for potentially significant losses, including potential harm to our business resulting from interruptions in our ability to provide products or services. Any significant natural disaster or man-made business interruption could have an adverse effect on our financial condition, results of operations, the Site, or the Common Stock.

We are subject to income taxes and other tax liabilities.

Significant judgment is required in determining our provision for income taxes and other tax liabilities. In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain. Although we believe that our tax estimates are reasonable: (i) there is no assurance that the final determination of tax audits or tax disputes will not be different from what is reflected in our income tax provisions, expense amounts for non-income based taxes and accruals and (ii) any material differences could have an adverse effect on our financial position and results of operations in the period or periods for which determination is made.

We are not subject to Sarbanes-Oxley provisions or regulations and lack the financial controls and safeguards required of companies subject to those provisions and regulations.

We do not have the internal infrastructure necessary, and are not required, to complete an attestation concerning our financial controls that would be required if Section 404 of the Sarbanes-Oxley Act of 2002 applied to us. There can be no assurance that there are no significant deficiencies or material weaknesses in the quality of our financial controls. We expect to incur additional expenses and diversion of management's time if and when it becomes necessary for us to perform heightened accounting system and accounting process evaluations, testing, and remediation.

From time to time, REACH may evaluate and consummate acquisitions, which could require significant attention from our management, disrupt our business, and adversely affect our financial condition or operating results.

REACH may evaluate and consider strategic transactions, combinations, acquisitions, or alliances to enhance existing business or develop new products and services. These transactions could be material to REACH's financial condition and ability to contribute to further developing the Site. If a transaction is consummated, we may be unable to obtain

the benefits or avoid the difficulties and risks of the transaction. Any acquisition will involve risks commonly encountered in business relationships, including:

- difficulties in assimilating and integrating the operations, personnel, systems, data, technologies, products, and services of the acquired business;
- inability of the acquired technologies, products, services, or businesses to achieve expected levels of revenue, profitability, productivity, or other benefits;
- difficulties in retaining, training, motivating, and integrating key personnel;
- diversion of management's time and resources from normal daily operations;
- difficulties in successfully incorporating licensed or acquired technology and rights into our business;
- difficulties in maintaining uniform standards, controls, procedures, and policies within the combined organizations;
- difficulties in retaining and growing relationships with our current clients and new clients, employees, and suppliers of the acquired business;
- risks of entering markets in which we have no or limited experience;
- regulatory risks, including remaining in good standing with existing regulatory bodies and receiving any necessary pre-closing or post-closing approvals, as well as being subject to new regulators with oversight over the acquired business;
- assumption of contractual obligations that contain terms that are not beneficial to us, require us to license or waive intellectual property rights, or increase our liability exposure;
- failure to successfully further develop acquired technologies;
- liability for activities of the acquired business before the acquisition, including patent and trademark infringement claims, violations of laws, commercial disputes, tax liabilities, and other known and unknown liabilities;
- potential disruptions to ongoing business; and
- unexpected costs and unknown risks and liabilities associated with the acquisition.

Any future acquisitions may not be successful, may not benefit REACH's business strategy, may not generate sufficient revenue to offset the associated acquisition costs, or may not otherwise result in the intended benefits. In addition, REACH cannot assure you that any future acquisition of new businesses or technology will lead to the successful development of new or enhanced products or services or that any new or enhanced products or services, if developed, will achieve market acceptance or prove to be successful.

Further expanding REACH's operations internationally could subject REACH to new challenges and risks.

REACH may seek to continue to expand its business internationally. Managing any international expansion will require additional resources and controls. REACH could also be exposed to international operations by the inadvertent or purposeful expansion of REACH' clients into non-U.S. business environments. Any expansion internationally could subject REACH's business to risks associated with international operations, including:

- adjusting the pricing functions that REACH uses for name registration and other similar activities;
- conformity with applicable business customs, including translation into foreign languages and associated expenses;

- potential changes to REACH's established business model;
- the need to support and integrate with local third-party service providers;
- competition with service providers that have greater experience in the local markets than REACH does or that have pre-existing relationships in those markets;
- difficulties in staffing and managing foreign operations in an environment of diverse culture, laws and customs, and the increased travel, infrastructure, and legal and compliance costs associated with international operations;
- compliance with multiple, potentially conflicting, and changing governmental laws and regulations, including securities, employment, tax, privacy and data protection laws and regulations;
- compliance with U.S. and foreign anti-bribery laws, including the Foreign Corrupt Practices Act and the UK Anti-Bribery Act;
- difficulties in collecting payments in foreign currencies and associated foreign currency exposure;
- restrictions on repatriation of earnings;
- compliance with potentially conflicting and changing tax laws in jurisdictions where REACH conducts business and applicable U.S. tax laws as they relate to international operations, the complexity of these tax laws, and potentially adverse tax consequences due to changes in these laws; and
- regional economic and political conditions.

As a result of these risks, any potential future international expansion efforts that REACH may undertake or may be exposed to may not be successful.

Risks Related to an Investment in Common Stock

There are numerous risks with respect to how we structure our business and the Common Stock. Only investors who can bear the loss of their entire investment should purchase our Common Stock.

Our business model is novel. As with any new business model, and any new investment opportunity, there are numerous risks, including the risks outlined in this "Risk Factors" section. However, because of the newness of our business model, and our securities, there may possibly be additional risks and uncertainties that we are unable to reasonably foresee at this time. An investment in our Common Stock is highly risky and speculative. Our Common Stock are suitable for purchase only for investors of adequate financial means. If you cannot afford to lose all of the money you plan to invest in Common Stock, you should not purchase them.

Reliably valuing us or the Common Stock is difficult.

The price of the Common Stock being offered hereby was established by the Company. Unlike listed companies whose publicly traded securities are valued through market-driven stock prices, the value of private companies, especially startups, and the value of their securities, are difficult to assess. Further, it is difficult to correlate the value of the Common Stock to the value of the Company. You risk overpaying for your investment. Substantial time may pass before reliable valuations of the Company and the Common Stock are available, if ever.

We may dispose of our assets without your approval.

Neither our certificate of formation nor our operating agreement provides voting rights to holders of Common Stock. Each Common Stock will entitle a holder to one (1) votes on all matters submitted to a vote of Company securityholders. As a result, we, or all or substantially all of our assets, may be sold or otherwise disposed of, without any person having to seek the approval of any holders of Common Stock. The only approval that would be required for a sale or other disposal of all or substantially all of our assets would be the approval of REACH, as the sole holder

of our issued and outstanding Common Stock.

We do not expect there to be any market makers to develop a trading market in the Common Stock.

Most securities that are publicly traded in the United States have one or more broker-dealers acting as “market makers” for the security. A market maker is a firm that stands ready to buy and sell the security on a regular and continuous basis at publicly quoted prices. We do not believe that the Common Stock will have any market makers in the foreseeable future, which would likely contribute to a lack of liquidity in the Common Stock and hamper the ability to trade the Common Stock.

You and any persons interested in acquiring Common Stock from you may lack information for monitoring the value of the Common Stock.

The Common Stock do not have any information rights attached to them, and holders may not be able to obtain all the information they would want regarding REACH or the Common Stock.

Common Stock transactions may be irreversible and, accordingly, losses due to fraudulent or accidental transactions or technology failures in your wallet software may not be recoverable.

Transactions in the Common Stock may be irreversible and, accordingly, a purchaser of the Common Stock may lose all of his or her investment in a variety of circumstances, including in connection with fraudulent or accidental transactions, technology failures in wallet software, cyber-security breaches or other unforeseeable or unforeseen events. Losses due to fraudulent or accidental transactions may not be recoverable.

Investors in the Offering may not be entitled to a jury trial with respect to claims arising under the subscription agreement or participation agreement and may also be required to submit such claims to arbitration, which could result in less favorable outcomes to the plaintiff(s) in any action under either agreement.

Investors in the Offering will be bound by the subscription agreement, which includes a provision under which investors waive the right to a jury trial of any claim they may have against the Company arising out of or relating to the particular agreement and may also be required to submit such claims to arbitration, other than with respect to claims under the U.S. federal and state securities laws.

If we opposed a court proceeding based on the waiver, a court would determine whether the waiver was enforceable based on the facts and circumstances of that case in accordance with the applicable state and federal law. We note that, despite various cases in which the U.S. Supreme Court has affirmed the enforceability of arbitration agreements, the enforceability of mandatory arbitration provisions has recently been under review by various state and federal courts, and courts have limited these provisions’ reach in various circumstances. We anticipate, given the history of courts’ close scrutiny of individual-facing arbitration provisions and jury trial waivers, that future courts will continue to review and consider the enforceability of such provisions and, as courts continue to evolve their thinking on this issue, it is possible that certain state or federal courts may further limit the enforceability of such provisions. For further discussion, see the section of this Memorandum captioned “Plan of Distribution— Arbitration and Waiver of Jury Trial.” However, we believe that contractual mandatory arbitration and pre-dispute jury trial waiver provisions are generally enforceable, including under the laws of the State of New York, which laws govern the subscription agreement. In determining whether to enforce a contractual mandatory arbitration provision pre-dispute jury trial waiver provision, courts will generally consider whether the visibility of the jury trial waiver provision within the agreement is sufficiently prominent such that a party knowingly, intelligently and voluntarily waived the right to a jury trial. We believe that this is the case with respect to the subscription agreement.

If you bring a claim against REACH in connection with matters arising under the subscription agreement other than under U.S. federal and state securities laws, you may therefore not be entitled to a jury trial with respect to that claim, which may have the effect of limiting and discouraging lawsuits against the Company. If a lawsuit is brought against REACH under the subscription agreement, it may be heard only by an arbitrator or arbitrators, which would be conducted according to different procedures and may result in different outcomes than a trial by jury or a trial by judge would have had, including results that could be less favorable to the plaintiff(s) in such an action.

Nevertheless, if this jury trial waiver provision or arbitration is not permitted by applicable law, an action could

proceed under the terms of the subscription agreement with a jury trial. Furthermore, by agreeing to the provision, investors will not be deemed to have waived REACH's compliance with the federal securities laws and the rules and regulations promulgated thereunder or any rights held by the investor under federal securities laws and the rules and regulations thereunder.

Purchasers of Common Stock from investors in the Offering via secondary transactions will not be bound by the subscription agreement and the corresponding waiver provisions referenced above.

Risks Related to Regulation

We could become a “reporting company” under the Exchange Act with significant additional reporting obligations, because we are not using a transfer agent for transactions in the Common Stock.

We will have limited ongoing reporting obligations to investors relative to the obligations of companies that are “reporting companies” for purposes of the Exchange Act. The exemption that allows this lighter reporting, however, is in part dependent on the use of a transfer agent with respect to a company's securities. We do not intend to engage a transfer agent with respect to the Common Stock, in part because there is no existing transfer agent that we are aware of able to perform relevant functions related to the Common Stock.

It is possible that a regulator would disagree with this position and, as a result, require us to file the full set of reports required of a reporting company. If so, we would need to spend considerable additional time, effort, and expense providing the required reports. This could have an adverse effect on our operations, and would require significant attention from management, which in turn could affect our business and the Common Stock.

Our business is subject to complex and evolving U.S. and foreign laws and regulations regarding privacy, technology, data protection and other matters. Many of these laws and regulations are subject to change and uncertain interpretation, and could result in claims, changes to our business practices, increased cost of operations or otherwise harm our business.

We are subject to a variety of additional laws and regulations in the United States and abroad that involve matters central to our business, including user privacy, data protection and intellectual property, among others. Foreign data protection, privacy, other laws and regulations can be more restrictive than those in the United States. These U.S. federal and state and foreign laws and regulations are constantly evolving and can be subject to significant change. In addition, the application and interpretation of these laws and regulations are often uncertain, particularly in the new and rapidly evolving industry in which we operate.

The growth of our business may increase the potential of violating applicable laws and regulations. The risk of our Company being found in violation of these or other laws and regulations (in the United States or abroad) is further increased by the fact that many of them have not been fully interpreted by the regulatory authorities or the courts, and are open to a variety of interpretations. Any action brought against us for violation of these or other laws or regulations, even if we successfully defend against it, could cause us to incur significant legal expenses and divert our management's attention from the operation of our business. If our operations are found to be in violation of any of these laws and regulations, we may be subject to any applicable penalty associated with the violation, including penalties, damages and fines, we could be required to refund payments received by us, and we could be required to curtail or cease our operations or modify our practices or procedures. Existing and proposed laws and regulations can be costly to comply with and can delay or impede the development of new products and services, including in connection with the Site, result in negative publicity, increase our operating costs, require significant management time and attention and subject us to claims or other remedies, including fines or demands that we modify or cease existing business practices.

USE OF PROCEEDS

Assuming all Common Stock offered in the Offering are sold, we expect to receive, in cash payments acceptable to us, gross proceeds of \$1,000,000 and net proceeds, after deducting the expenses of the Offering (which include five percent (5%) of the gross proceeds in offering setup and processing fees, two percent (2%) of the gross proceeds in escrow and payment processing fees and two percent (2%) of the gross proceeds in a securities commission), of an estimated \$930,000. We intend to use the net proceeds of the Offering to:

- fund our current S&M and R&D operations, including but not limited to: compensation of our current and future officers, employees, contractors and vendors; completion of the development of the REACH platform and related technological support;
- expand our available product and service offerings; and
- develop additional ways of supporting the REACH platform through technology solutions.

The expected use of net proceeds from the Offering represents our intentions based upon our current plans and business conditions, which could change in the future. The amounts and timing of our actual expenditures may vary significantly depending on numerous factors. As a result, our management will retain broad discretion over the allocation of the net proceeds from the Offering.

PLAN OF DISTRIBUTION

The Offering

We are offering up to 268,754 of our Common Stock, on a continuous, best efforts basis, under Rule 506(c) of Regulation D under the Securities Act, at a price of \$3.72 each, to “accredited investors” (as such term is defined under Regulation D). Investors in the Offering must pay for their Common Stock in cash. At least \$10,000 of shares of Common Stock must be sold in order for us to accept investor payments and consummate sales. The maximum gross cash proceeds we will receive will not exceed \$1,000,000.

The Offering, consist of the following: up to 268,754 shares of Common Stock, at a price of \$3.72 each, to “accredited investors” (as such term is defined under Regulation D). Investors in the Offering must pay for their Common Stock in cash.

Upon completion of all of the Common Stock Offerings, if those offerings are completed as intended, there will be 3,816,313 shares of Common Stock outstanding. We estimate that the total expenses of the Offering will be approximately \$70,000.

In the Offering, each investor must purchase at least \$10,000 of Common Stock, although we reserve the right to waive this minimum purchase requirement in one or more cases, and/or impose maximum investment limits, in our sole discretion.

Eligibility

Each prospective investor must represent to us that it qualifies as an “accredited investor” as that term is defined in Rule 501(a) of Regulation D under the Securities Act. To be an accredited investor, an investor must fall within any of the following categories at the time of the sale of the Common Stock to that investor:

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

unregistered offering for the purpose of buying those securities and not for buying the residence. In that situation, the amount of debt borrowed during that 60-day period must be included as a liability;

- any debt secured by the primary residence in excess of the estimated fair market value of the home is included as a liability; and
 - these additions and subtractions to the definition of net worth do not apply to a person exercising a right to buy securities if the person held that right to buy those securities, as well as other securities of the same issuer, on July 20, 2010, and met the net worth test in effect at the time the person acquired the right.
- Any individual who had an income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.
 - Any bank; any savings and loan association, whether acting in its individual or fiduciary capacity; any registered broker or dealer; any registered investment adviser; any investment adviser relying on registration exemptions under Section 203(l) or (m) under the Investment Company Act of 1940; any insurance company; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the US Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of \$5 million; or any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 where investment decisions are made by a plan fiduciary that is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.
 - Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
 - Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5 million.
 - Any trust, with total assets in excess of \$5 million, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act.
 - Any entity in which all of the equity owners are accredited investors.
 - Any entity of a type not listed above, owning investments in excess of \$5 million, that is not formed for the specific purpose of acquiring the securities offered.
 - Any individual holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status. On August 26, 2020, the SEC designated the following certifications, when held in good standing, as qualifying natural persons for accredited investor status:
 - Licensed General Securities Representative (Series 7);
 - Licensed Investment Adviser Representative (Series 65); or
 - Licensed Private Securities Offerings Representative (Series 82).
 - Any individual who is a "knowledgeable employee," as defined in Rule 3c-5(a)(4) under the Investment Company Act, of the issuer of the securities being offered where the issuer is a private fund (excluded from the definition of investment company in Section 3(c)(1) or 3(c)(7)).
 - Any "family office," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940:
 - with assets under management in excess of \$5 million;
 - that is not formed for the specific purpose of acquiring the securities being offered; and
 - whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that the family office is capable of evaluating the merits and risks of the prospective investment.
 - Any "family client," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, of a family office meeting the requirements above and whose prospective investment in the issuer of the securities being offered is directed by the family office pursuant to the third sub-bullet above.

Brokers, Underwriters

The Common Stock will be offered principally by OpenDeal Broker LLC (“**ODB**”), with which we have entered into an Offering Listing Agreement dated February 28, 2021, as well as by us, affiliates of ours, and employees of ours or of our affiliates, in reliance upon the exemption from registration contained in Rule 3a4-1 of the Securities Exchange Act of 1934. Pursuant to the Offering Listing Agreement with ODB, ODB will receive an offering set-up and processing fee of 5% of the price of the Common Stock sold in connection with the Offering, and 2% of the price of the Common Stock sold in connection with the Offering in escrow and payment processing fees. In addition to these two fees, ODB will receive a securities commission, payable in Common Stock, equal to 2% of all Common Stock sold in the Offering.

Pricing

There is no public market for Common Stock or any other Company securities. The price at which we are offering Common Stock in the Offering has been determined by us alone, on an arbitrary basis. The price may not reflect the value of the Common Stock or the value of the Company, and should you be able to trade Common Stock after the Offering in compliance with the provisions of the federal securities laws, the prices you receive could be less than the price you paid for Common Stock in the Offering.

Duration of Offering, Delivery

We will commence all of the Common Stock Offerings as soon as possible. The Offering will continue until the earlier of (i) we sell all of the Common Stock being offered in the Offering or (ii) we announce the discontinuation of the Offering on July 9, 2021.

We will deliver Common Stock to participants in the Offering on the Initial Delivery Date. Notwithstanding the foregoing, we will not deliver any Common Stock to any particular investor in the Offering until such investor pays us in cash, in full payment of the purchase price of such investment, and completes our subscription process. See “– Our Subscription Process”, below.

Payment by Investors

Payment for Common Stock purchased in the Offering must be made in U.S. Dollars. In the Offering, the purchase process will consist of an investor completing our subscription process and making payment, which will be sent to Prime Trust, LLC, a Nevada trust company, which has established a bank account for the Offering, and then receiving Common Stock.

Payments in the Offering may be made to us at any time. However, delivery of Common Stock will not occur until the Initial Delivery Date or later, as described above. In the event an investor pays for Common Stock in the Offering, and prior to the delivery of such investor’s Common Stock we choose to cancel the Offering, or the Offering expires pursuant to its terms of duration, as described above, we will thereafter promptly return such investor’s payment, without interest, deduction or remedy in the event of any fluctuation in the underlying value of the consideration paid (in the Offering). U.S. Dollar payments for Common Stock may be made via ACH, credit card or wire transfer. Appropriate hyperlinks and wiring instructions will be included in the subscription agreement that each investor will complete as part of our subscription process.

Our Subscription Process

Our subscription process for all Common Stock offered in the Offering will include, among other things, a link to this Memorandum (or a future, supplemented version of this Memorandum, as appropriate at such time), with the assistance of OpenDeal Broker LLC, with which we have entered into an Offering Listing Agreement dated February 28, 2021, prompts to provide KYC, AML, accreditation and other required information (or to update such information if we already have such information on file for such person) and a subscription agreement to complete electronically. The subscription agreement will contain payment instructions. Prospective purchasers will be able to access our subscription process on the private placements platform made available to us from ODB at <https://www.republic.co/>. All potential investors must consent to the receipt of all offering documents electronically and to the validity of all

offering agreements and other instruments completed electronically.

Once you submit the subscription agreement, you may not revoke or change your subscription or request a return of your subscription consideration. However, we reserve the right to reject any investor's subscription in whole or in part, for any reason or no reason, in our sole discretion. Reasons we may reject a subscription include, without limitation, failure to be an "accredited investor" under Regulation D, failure to meet KYC or AML standards, and rejections (including partial rejections) due to oversubscription. Investors in the Offering will not have the right to revoke their subscription before the Offering is complete. Cash received in the Offering will be placed into the same bank account established by Prime Trust, LLC for the benefit of the Offering.

Transferability of Common Stock

The Common Stock sold in the Offering will be restricted securities under U.S. federal securities laws. No holder of Common Stock shall, directly or indirectly, sell, give, assign, hypothecate, pledge, encumber, grant a security interest in or otherwise dispose of such Common Stock, in whole or in part, except under circumstances that would constitute compliance with the restrictions imposed by Rule 144 under the Securities Act on the transfer of securities of issuers that are not subject to the reporting requirements of sections 13 or 15(d) of the Securities Exchange Act of 1934. Such circumstances must be demonstrated to the Company prior to such disposition, by means of a certification as to the facts of the proposed disposition and any other document or documents, including without limitation an opinion of counsel, as the Company may require in its discretion, each such document being in form and substance satisfactory to the Company in its discretion. Additionally, there are no securities trading systems that have been approved by FINRA and registered under Form ATS with the SEC to support the trading of Common Stock. As a result, there are currently no trading markets in the United States available to support the trading of Common Stock. There is no guarantee that any exchanges capable and willing to support trading in Common Stock will be developed and approved. As a result, you should be prepared to hold your Common Stock indefinitely, as there is no guarantee that holders will be able to sell or exchange their Common Stock. Common Stock may remain illiquid for a significant period of time or indefinitely. In addition, there may be state-imposed restrictions on the offer, sale and disposition by holders of Common Stock. Holders of Common Stock that wish to transfer their Common Stock on any other trading platform, exchange or bulletin board will be required to make their own determination as to whether such transfer is in compliance with U.S. federal and state securities laws. See "—State Blue Sky Information", below.

Any sale or transfer of a Common Stock will likely require the payment of a transaction fee. As noted in "Description of Securities", the Company expects the transaction fees to be low. However, the transaction fees associated with sales or transfers are outside the Company's control, and there can be no assurance that the transaction fees will not change from time to time, or will remain low.

Arbitration and Waiver of Jury Trial

Investors in the Offering will be bound by a subscription agreement. See "Plan of Distribution – Our Subscription Process." The subscription agreement includes a provision under which investors agree to waive the right to a jury trial of any claim they may have against the company arising out of or relating to the subscription agreement. Investors agree that disputes arising under the subscription agreement will be resolved by binding arbitration. However, no claims under the federal securities laws shall be subject to the mandatory arbitration provision or the waiver of the right to a jury trial, and these provisions do not impact the rights of investors to bring claims under the federal securities laws or the rules and regulations thereunder. Additionally, despite a potential investor agreeing to the provisions in the subscription agreement, investors will not be deemed to have waived our compliance with federal securities laws and the rules and regulations thereunder.

If we opposed a jury trial demand based on the waiver, a court would determine whether the waiver was enforceable based on the facts and circumstances of that case in accordance with the applicable state and federal law. We note that, despite various cases in which the U.S. Supreme Court has affirmed the enforceability of arbitration agreements, the enforceability of mandatory arbitration and jury trial waiver provisions have recently been under review by various state and federal courts, and courts have limited these provisions' reach in various circumstances. We anticipate, given the history of courts' close scrutiny of individual-facing arbitration provisions and jury trial waivers, that future courts will continue to review and consider the enforceability of such provisions and, as courts continue to evolve their thinking on this issue, it is possible that certain state or federal courts may further limit the enforceability of such provisions. However, we believe that contractual mandatory arbitration and pre-dispute jury trial waiver provisions

are generally enforceable, including under the laws of the State of New York, which govern the subscription agreement. In determining whether to enforce a contractual mandatory arbitration provision pre-dispute jury trial waiver provision, courts will generally consider whether the visibility of the jury trial waiver provision within the agreement is sufficiently prominent such that a party knowingly, intelligently and voluntarily waived the right to a jury trial. We believe that this is the case with respect to the subscription agreement.

Purchasers of Common Stock from investors in the Offering via secondary transactions will not be bound by the subscription agreement and the corresponding arbitration and waiver provisions referenced above.

Requirement to File Lawsuits in San Francisco, California

The subscription agreement provides that any claims that are not subject to arbitration must be brought in any state or federal court located in San Francisco, California. Under the terms of the subscription agreement, this is the only forum in which an investor may bring a lawsuit. This provision applies to all actions, including those brought under the federal securities laws. However, there is uncertainty whether a court would enforce this provision. In addition, to the extent that the federal securities laws are interpreted to allow investors to choose to bring a lawsuit in a different jurisdiction, investors cannot waive compliance with the federal securities laws and the regulations thereunder.

As noted above, purchase of Common Stock from investors in the Offering via secondary transactions will not be bound by the subscription agreement, and thus would not be obligated to bring a lawsuit in a state or federal court in San Francisco, California.

State Blue Sky Information

The Common Stock will be offered principally by us, affiliates of ours, and employees of ours or of our affiliates, in reliance upon the exemption from registration contained in Rule 3a4-1 of the Securities Exchange Act of 1934.

We intend to offer and sell the Common Stock to accredited investors in every state in the United States plus the District of Columbia and Puerto Rico.

The National Securities Markets Improvement Act of 1996 (“NSMIA”), which is a U.S. federal statute, preempts the states from regulating transactions in certain securities, which are referred to as “covered securities”. NSMIA nevertheless allows the states to investigate if there is a suspicion of fraud or deceit, or unlawful conduct by a broker or dealer, in connection with the sale of securities. If there is a finding of fraudulent activity, the states can bar the sale of covered securities in a particular case.

We believe that the Common Stock will be “restricted securities” for purposes of the Securities Act, and will be transferable pursuant to Rule 144 under the Securities Act only after a holding period of one year from their issuance and in compliance with other applicable provisions of Rule 144.

Foreign Restrictions on Purchase of Common Stock

We have not taken any action to permit a public offering of our securities outside the United States or to permit the possession or distribution of this Memorandum outside the United States. Our securities may not be offered or sold, directly or indirectly, nor may this Memorandum or any other offering material or advertisements in connection with the offer and sale of our securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons outside the United States who come into possession of this Memorandum must inform themselves about and observe any restrictions relating to the Offering and the distribution of this Memorandum in the jurisdictions outside the United States relevant to them.

Canada

Each purchaser of our securities that is resident in Canada or otherwise subject to the requirements of Canadian securities laws in connection with its purchase will be deemed to have represented and warranted to the issuer that it is: (i) an “accredited investor” as defined in National Instrument 45-106 Prospectus and Registration Exemptions of the Canadian Securities Administrators (other than an “accredited investor” relying on subsection (j), (k) or (l) of the definition of that term) and, if relying on subsection (m) of the definition of that term, is not a person created or being

used solely to purchase or hold securities as an accredited investor, (ii) a “permitted client” as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations and (iii) either purchasing the securities as principal for its own account or is deemed to be purchasing the securities as principal by applicable law. Each such purchaser further acknowledges that the securities have not been and will not be qualified for sale to the public under applicable Canadian securities laws and that any resale of the securities must be made in accordance with, or pursuant to an exemption from, or in a transaction not subject to, the prospectus requirements of those laws.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”), from and including the date on which the European Union Prospectus Directive (the “EU Prospectus Directive”) was implemented in that Relevant Member State (the “Relevant Implementation Date”) an offer of securities described in this document may not be made to the public in that Relevant Member State prior to the publication of a prospectus in relation to the securities which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the EU Prospectus Directive, except that, with effect from and including the Relevant Implementation Date, an offer of securities described in this document may be made to the public in that Relevant Member State at any time:

- to any legal entity which is a qualified investor as defined under the EU Prospectus Directive;
- to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150 natural or legal persons (other than qualified investors as defined in the EU Prospectus Directive); or
- in any other circumstances falling within Article 3(2) of the EU Prospectus Directive, provided that no such offer of securities described in this document shall result in a requirement for the publication by us of a prospectus pursuant to Article 3 of the EU Prospectus Directive.

For the purposes of this provision, the expression an “offer of securities to the public” in relation to any securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to purchase or subscribe for the securities, as the same may be varied in that Member State by any measure implementing the EU Prospectus Directive in that Member State. The expression “EU Prospectus Directive” means Directive 2003/71/EC (and any amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State, and the expression “2010 PD Amending Directive” means Directive 2010/73/EU.

These restrictions are in addition to the restrictions of individual EU Member States set forth below.

Germany

The Offering is not a public offering in the Federal Republic of Germany. The securities may only be acquired in accordance with the provisions of the Securities Sales Prospectus Act (Wertpapier-Verkaufsprospektgesetz), as amended, and any other applicable German law. No application has been made under German law to publicly market the securities in or out of the Federal Republic of Germany. The Common Stock are not registered or authorized for distribution under the Securities Sales Prospectus Act and accordingly may not be, and are not being, offered or advertised publicly or by public promotion. Therefore, this document is strictly for private use and each Offering is only being made to recipients to whom the document is personally addressed and does not constitute an offer or advertisement to the public. The securities will only be available to persons who, by profession, trade or business, buy or sell our securities for their own or a third-party’s account.

State of Israel

This Memorandum has not been approved for public offering by the Israeli Securities Authority. The interests are being offered to a limited number of investors (35 investors or less) and/or special types of investors such as: mutual trust funds, managing companies of mutual trust funds, provident funds, managing companies of provident funds, insurance companies, banking corporations and subsidiary corporations, except for mutual service companies (purchasing securities for themselves and for clients who are investors), portfolio managers (purchasing securities for themselves and for clients who are investors), investment counselors (purchasing securities for themselves), members of the Tel-aviv stock exchange (purchasing securities for themselves and for clients who are investors), underwriters (purchasing securities for themselves), venture capital funds, corporate entities the main business of which is the capital market and which are wholly owned by investors, and corporate entities whose net worth exceeds NIS 250 million, except for those incorporated for the purpose of purchasing securities in a specific offer; and in all cases under circumstances that will fall within the private placement exemption or other exemptions of the Securities Law, 5728-1968 or Joint Investment Trusts Law, 5754-1994. This Memorandum may not be reproduced or used for any other purpose, nor be furnished to any person other than those to whom copies have been sent. Any offeree who purchases an interest is purchasing such an interest for his own benefit and account and not with the aim or intention of distributing or offering such an interest to other parties. Nothing in this Memorandum should be considered as counseling advice or investment marketing, as defined in the regulation of Investment counseling, Investment Marketing and Portfolio Management law, 5755-1995. Investors are encouraged to seek competent investment counseling from a locally licensed investment counselor prior to making the investment.

United Kingdom

This document is only addressed to and directed at qualified investors who are (i) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “Order”) or (ii) high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as “relevant persons”). The securities are only available to, and any invitation, offer or agreement to purchase or otherwise acquire such securities will be engaged in only with, relevant persons. This document and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other persons in the United Kingdom. Any person in the United Kingdom that is not a relevant person should not act or rely on this document or any of its contents.

Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission in relation to the Offering. This document does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001 (the “Corporations Act”), and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of our securities may only be made to persons (the “Exempt Investors”) who are “sophisticated investors” (within the meaning of section 708(8) of the Corporations Act), “professional investors” (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer our securities without disclosure to investors under Chapter 6D of the Corporations Act.

The securities applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the Offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring our securities must observe such Australian on-sale restrictions.

This document contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this document is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

Kuwait

Unless all necessary approvals from the Kuwait Capital Markets Authority (“CMA”) pursuant to Law No. 7/2010, its Executive Regulations and the various Resolutions and Announcements issued pursuant thereto or in connection therewith have been given in relation to the marketing of, and sale of, the securities, these may not be offered for sale, nor sold in the State of Kuwait (“Kuwait”). Neither this document nor any of the information contained herein is intended to lead to the conclusion of any contract of whatsoever nature within Kuwait.

With regard to the contents of this document, we recommend that you consult a party licensed by the CMA to conduct securities activities in Kuwait and specialized in giving advice about the purchase of securities before making the subscription decision.

Saudi Arabia

This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations, as issued by the board of the Saudi Arabian Capital Market Authority, or the CMA, pursuant to resolution number 2-11-2004 dated 4 October 2004, as amended by resolution number 1-28- 2008, as amended. The CMA does not make any representation as to the accuracy or completeness of this document and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document, you should consult an authorized financial adviser.

OUR BUSINESS

REACH

REACH is a technology company. We are working to change the way companies conduct and close business remotely.

REACH is a next-generation remote customer collaboration platform offering a unified seamless cloud-based solution for mid and large enterprises to conduct and close business remotely. The platform allows audio/video chat, document collaboration, real time signature, instant ID verification (Know Your Customer compliant), video & digital audit trail of transactions for compliance purposes and a vault for holding signed customer papers, all in one single platform. The solution works on computer, iPad or any mobile device with no required downloads. REACH has raised over \$5.5M in funding from NFX, A silicon Valley, and over a dozen other angel investors.

An organizational chart of REACH Digital LTD and related subsidiaries is depicted below.



*REACH DIGITAL LTD holds 100% of the shares of REACH DIGITAL INC, a Delaware corporation

The REACH Business

Our Technology

REACH provides customer engagement services to its clients via the REACH platform.

Our Business Model

REACH is primarily focused on providing customer engagement services to its clients.

As consideration for providing those services to our clients, REACH receives a yearly subscription payment pursuant to written master service agreements that REACH has entered into our client Contracts with each client.

For example, REACH generates revenue by charging its clients for facilitating customer facing interactions. Currently, REACH charges nearly every company that raises capital on its platform between \$1 to \$2 per session, depending on the size of the yearly sessions allowance. For illustrative purposes, if Company C were to purchase a yearly sessions allowance of 500K sessions, then, REACH would receive a ~\$600,000 upfront payment for the 1st year and upon renewal another \$600,000 payment at the start of the 2nd year etc. Later, and from time to time, REACH may receive additional payments, if Company C has exceeded its yearly sessions allowance, such that, for each additional session, it will receive an overage fee of ~\$2 per session.

Our Products and Services Strategy

REACH plans to make all of its current suite of services more reliable, scalable, and fault-tolerant. REACH also intends to expand its suite of services to include:

- **Payment processing:** REACH is working on accreditation services that allow agents using our platform to process a payment from a client during a real time session.
- **Document collaboration capability on Word documents:** REACH intends to expand its services and provide an ability to collaborate on documents in real time, even if those documents are in a Word format.

Our Company Strengths

The members of REACH's management team have extensive experience in Sales, Marketing & product development. The Company's technology includes innovative customer engagement tools that have been successfully deployed to service its clients.

REACH has raised over \$5.5M million in funding from over a dozen other noted angel investors.

Company History

REACH Digital Ltd is a Israeli corporation formed on January 25, 1995. We are headquartered at 114 Yigal Alon Street, Floor 11, Tel Aviv, 6744320 State of Israel, telephone +1-888-432-8901. Our email address is support@reachhq.com.

The Company was formed on January 1995 and prior to the Offering has been solely funded by NFX and other noted angel investors.

Marketing and Advertising

Our services are generally marketed to clients. The Company will rely on the advertisements and growth of its customers. We have little online presence. We don't undertake any material marketing efforts.

Intellectual Property

The Company holds 6 patents. A description of each patent is below:

1. Online conferencing system for transactional document collaboration
2. Audit trail for transactional video conferencing collaborations coupled and synced for playback with video call recording
3. Providing text interactivity that presents the document while limiting its original functionality
4. A system for aided addition of elements to the documents to reduce time and effort and improve placing precision
5. A system to prevent fraud by detecting pictures taken by a camera shot of an image presented on a screen 6. A system to prevent fraud by detecting ID or document manipulations when the original is modified physically by placing a piece with new text or picture on top of it.

Competition

REACH's competitors include major companies worldwide. Many of these competitors have significantly greater financial, technical and human resources than REACH and superior expertise in research and development, and thus may be better equipped to develop and commercialize products and services. These competitors also compete with us in recruiting and retaining qualified personnel and acquiring technologies. Smaller or early stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. Accordingly, competitors may commercialize products and services more rapidly or effectively than we can, which could adversely affect our competitive position. Some of our competitors have made or may make acquisitions or may enter into partnerships or other strategic relationships to offer more comprehensive services than they individually had offered or achieve greater economies of scale. In addition, new entrants not currently considered to be competitors may enter our market through acquisitions, partnerships, or strategic relationships.

We have identified two main competitors, although there may be many others. Some of the products and services provided by these competitors overlap with those provided by REACH. Some explicitly focus on e-signature solution, while others have a more general focus on remote collaboration solution:

- **DocuSign** is an American company headquartered in San Francisco, California that allows organizations to manage electronic agreements. As part of the DocuSign Agreement Cloud, DocuSign offers eSignature, a way to sign electronically on different devices.
- **Lightico** built a platform for digital customer interactions empowers businesses to collect forms, documents, e-signatures, photos, payments, consent to disclosures and to verify ID instantly, even while they have customers on the phone.

Regulation

REACH is not regulated under extensive or specialized regulatory regimes, other than the securities laws that apply to it as a result of its conduct of the Common Stock Offerings. In the Company's view, these securities laws regulate, principally, the Company's disclosure of material information in this Memorandum and in other offering documents with respect to other Common Stock Offerings. In the Company's view, the following, additional securities-related regulatory regimes do not apply to it.

Transfer Agent

Under the Exchange Act, a transfer agent is a person who engages, with respect to securities registered under Section 12 of the Exchange Act, in (a) countersigning issued securities, (b) monitoring issued securities, with the goal of preventing unauthorized issuances, (c) registering transfers of issued securities, (d) exchanging or converting issued securities or (e) transferring record ownership of securities by bookkeeping entry without physical issuance of securities certificates. Transfer agents are typically required to register with the SEC and comply with applicable regulations.

We take the position that the Company is not required to register as transfer agents, because an issuer is permitted to act as registrar and transferor of its own securities, without registering as a transfer agent. We do not otherwise intend to engage or use a transfer agent with respect to the distribution or maintenance of the Common Stock, nor do we believe that it is necessary to engage or use one in connection with the Common Stock Offerings.

Employees

The Company has eight full-time employees.

Properties

Our principal office is located in leased premises at 114 Yigal Alon St, Tel Aviv, State of Israel.

Legal Proceedings

The Company has not been a party to any previous material legal proceedings. The Company is not aware of any material threatened or pending litigation.

MANAGEMENT

Our executive officers and other significant persons are identified and discussed below.

Our Executive Officers

Name	Position	Age
Yair Ravid	CEO, Director	44
Yuval Nachman	CPO, Director	53
Gigi Levy	Director	50
Lior Lugassy	Director	44

Yair Ravid is co-founder of Reach Digital LTD and has served as our Chief Executive Officer and a Director since the Company's inception in 2015. Previously, Mr. Ravid served as a Sales & marketing manager at Eli Lilly from September 2010 until January 2015. Prior to Eli Lilly, Mr. Ravid served as Legal Counsel and Assistant to the CEO at the Halman-Aldubi Group, focusing on Mergers & Acquisitions, from March 2007 to August 2009 and was a junior associate at Baratz, Horn & Co. from March 2005 to March 2006. In addition to his professional experience, Mr. Ravid was a commander in the Israeli Defense Forces. He holds an MBA from INSEAD Business School and received his L.L.B. and bachelor's degree in Business Management from The Interdisciplinary Center.

Yuval Nachman has served as our Chief Product Officer and a Director since January 2018. Previously, Mr. Nachman was Vice President of Product at Clicktale, a platform comprised of applications and data solutions acquired by ContentSquare, from June 2015 to May 2018. From January 2011 to June 2015, Mr. Nachman served as Head of Products of LivePerson's LiveEngage Platform. Previously, Mr. Nachman served as Senior Director, Head of Products at FatWire Software, acquired by Oracle, from March 2008 to December 2010. Mr. Nachman worked at Mercury Interactive, acquired by HP, for seven years in the rolls of Senior Product Line Manager, Senior Product Manager, and Technical Product Manager. When Mercury Interactive was acquired by HP, Mr. Nachman continued his role as Senior Product Line Manager from January 2007 to December 2007, leading the post-acquisition platform integration project between Mercury's and HP's Business Service Management product suites, targeting at building a joint product portfolio offering. Mr. Nachman received a Bachelor of Science degree in Computer Science and Philosophy from Tel Aviv University.

Gigi Levy has served as a Director of our company since February 2018. Mr. Levy is also a founding partner of NFX, a Silicon Valley and Israel seed fund founded in 2018. Mr. Levy is the Founder and Chairman of Ridge (FKA Tectonic), founded in February 2018, and a Member of the Supervisory Board at Bertelsmann SE & Co. KGaA since May 2015. Mr. Levy has been a Board Member of meet (Middle East Entrepreneurs of Tomorrow) since November 2013. Mr. Levy is an investor in numerous companies, including Kenshoo, Life on Air, iAngels, LoveLive, and Bizzabo. Mr. Levy received his MBA from Northwestern University Kellogg School of Management and Executive MBA from Tel Aviv University.

Lior Lugassy has served as a Director of our company since September 2018. Mr. Lugassy currently serves as Chief Executive Officer & co-founder at TomBot AI, a customer support and sales automation company founded in November 2020. Mr. Lugassy has also been as a Director at Quidie Limited since March 2020. Previously, Mr. Lugassy was a commercial consultant at Slight Diagnostics from April 2019 to January 2020. From April 2013 to September 2018, Mr. Lugassy served as Chief Executive Officer and Director at AposTherapy Singapore & UK. Previously, Mr. Lugassy worked at Johnson & Johnson for seven years in the roles of Senior Sales & Business Development Manager, Team Leader, and Product Manager. In addition to his professional experience, Mr. Lugassy served in the Israel Defence Forces' Special Elite Forces Unit and as a regional commander. Mr. Lugassy received his MBA jointly from Northwestern University Kellogg School of Management and Recanti Business School at Tel Aviv University, as well as L.L.B. and B.B.A. degrees from IDC Herzliya.

Directors

The four gentlemen mentioned in the section above also act as the directors in the board of directors of the Company.

EXECUTIVE COMPENSATION

The following table sets forth the anticipated total compensation to be paid by the Company to each of our executive officers in the current fiscal year. We had eight employees serving during our last fiscal year, which was the year of our inception:

Name	Capacities in which Compensation was Received	Salary	Other Compensation	Total Compensation
Yair Ravid	Chief Executive Officer	\$ 220,000		\$220,000
Yuval Nachman	Chief Product Officer	\$ 180,000		\$180,000
Gigi Levy	Director	N/A		N/A
Lior Lugassy	Director	N/A		N/A

Indemnification

Under our bylaws, we will indemnify and hold harmless, to the fullest extent permitted under the Delaware General Corporation Law, our manager, officers, employees, representatives and agents from and against any losses, claims, demands, liabilities, expenses, judgments and other amounts arising out of the business, property, or affairs of the Company; provided, that no indemnification will be provided for acts of fraud, willful misconduct or gross negligence.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

There are no related party transactions.

OWNERSHIP OF OUR OUTSTANDING VOTING SECURITIES

The following table sets forth the total number and percentage of our outstanding voting securities as of May 13, 2021, by: (1) each holder of more than 10% of such securities; (2) each of our directors and executive officers; and (2) all directors and executive officers as a group.

Beneficial ownership is determined in accordance with SEC rules (see Rule 13d-3(d)(1) of the Exchange Act for more detail) and generally includes voting or investment power with respect to securities. For purposes of this table, a person or group of persons is deemed to have “beneficial ownership” of any securities that such person or any member of such group has the right to acquire within 60 days of May 26, 2021. For purposes of computing the percentage of securities held by each person or group of persons named above, any Common Stock that such person or persons has the right to acquire within 60 days from May 26, 2021 are deemed to be outstanding for such person, but not deemed to be outstanding for the purpose of computing the percentage ownership of any other person. The inclusion herein of any securities listed as beneficially owned does not constitute an admission of beneficial ownership by any person. Unless otherwise indicated, the business address of each person listed is c/o REACH DIGITAL LTD, 114 Yigal Alon St., floor 11, Tel Aviv, State of Israel.

Name of Beneficial Owner	Common Stock Percentage Beneficially Owned
All directors and executive officers as a group	17.12%

We expect that the Common Stock offered hereby may be purchased by certain of our directors, officers, employees or affiliates, as well as certain of the directors, officers or employees of our affiliates. We have not reserved any Common Stock for any such persons, and will not allocate Common Stock to any such persons on any preferential basis. Any Common Stock purchased in the Offering by any such persons will be offered and sold on the same terms offered to other investors.

DESCRIPTION OF SECURITIES

General

The following description summarizes important terms of our Common Stock. This summary does not purport to be complete and is qualified in its entirety by the provisions of our amended and restated certificate of incorporation (the “*Certificate of Incorporation*”) and our bylaws.

The Common Stock

General Description

The Common Stock is a security issued by the Company. Under our Amended and Restated Articles of Association, the Company may issue securities that provide holders with specified rights, other than voting rights or rights to share in the liquidation of the Company. Pursuant to such authority, the Company is issuing one series of Common Stock, designated Common Stock.

Under the Company’s Amended and Restated Articles of Association, the Company is authorized to issue up to 4,000,000 Shares of Common Stock, 635,451 Series Seed-1 Preferred Shares, 833,584 Series Seed-2 Preferred Shares, and 1,042,196 Series Seed-3 Preferred Shares. All Common Stock offered under this Memorandum will be duly authorized, validly issued, fully paid, and non- assessable. Prior to the Offering, there are 1,037,628 shares of Common Stock, 423,634 Series Seed-1 Preferred Shares, 819,798 Series Seed-2 Preferred Shares, and 1,042,196 Series Seed-3 Preferred Shares outstanding.

Rights of Shareholders

The holders of our common stock are entitled to one vote for each share held of record on all matters submitted to a vote of our stockholders. In the event of our liquidation, dissolution or winding up, holders of our common stock are entitled to share ratably in all assets remaining, if any, after payment of liabilities. Holders of our common stock have no preemptive or other subscription rights, and there are no conversion rights or redemption or sinking fund provisions with respect to such shares.

However, certain affiliates or partners of REACH may choose to provide benefits or perks to holders of the Common Stock. The Common Stock will not afford holders any governance rights. In addition, in the event of a voluntary or involuntary liquidation, dissolution, distribution of assets or winding up of the Company, after payment or provision for payment of the debts and other liabilities of the Company, the holders of each Common Stock shall have no preference over holders of other securities of the Company in the receipt of any assets or distributions, including any distributions declared or accrued in respect of Common Stock but not yet paid.

Equal Rights for Each Share Common Stock

As set forth in the Amended and Restated Articles of Association, each Share of the Common Stock shall have the same terms, conditions, rights, obligations, preferences, limitations and privileges as each other Share of Common Stock.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion sets forth the material U.S. federal income tax consequences of the purchase, ownership and disposition of Common Stock issued pursuant to the Offering, but does not purport to be a complete analysis of all potential tax effects. The effects of other U.S. federal tax laws, such as estate and gift tax laws, and any applicable state, local or foreign tax laws are not discussed. This discussion is based on the Internal Revenue Code of 1986, as amended (the “**Code**”), final, temporary and proposed treasury regulations (“**Treasury Regulations**”) promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the U.S. Internal Revenue Service (the “**IRS**”) in effect as of the date of this Memorandum. These authorities may change or be subject to differing interpretations. Any such change may be applied retroactively in a manner that could adversely affect a holder of Common Stock. We have not sought and will not seek any rulings from the IRS regarding the matters

discussed below. There can be no assurance the IRS or a court will not take a contrary position regarding the tax consequences of the purchase, ownership and disposition of Common Stock.

This discussion is limited to holders that hold Common Stock as “capital assets” within the meaning of Section 1221 of the Code (property held for investment). This discussion does not address all U.S. federal income tax consequences relevant to a holder’s particular circumstances, including the impact of the unearned income Medicare contribution tax. In addition, this discussion does not address the tax consequences with respect to holders who receive Common Stock in connection with the other Common Stock Offerings, and it does not address consequences relevant to holders subject to particular rules, including, without limitation:

- U.S. expatriates and certain former citizens or long-term residents of the United States;
- persons subject to the alternative minimum tax;
- persons holding Common Stock as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment;
- banks, insurance companies, and other financial institutions;
- real estate investment trusts or regulated investment companies;
- brokers, dealers or traders in securities;
- “controlled foreign corporations,” “passive foreign investment companies,” and corporations that accumulate earnings to avoid U.S. federal income tax;
- S corporations, partnerships or other entities or arrangements treated as partnerships for U.S. federal income tax purposes;
- tax-exempt organizations or governmental organizations;
- persons deemed to sell Common Stock under the constructive sale provisions of the Code;
- persons who hold or receive Common Stock pursuant to the exercise of any employee stock option or otherwise as compensation; and
- tax-qualified retirement plans.

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) holds Common Stock, the tax treatment of a partner in the partnership will depend on the status of the partner, the activities of the partnership and certain determinations made at the partner level. Accordingly, partnerships holding Common Stock and the partners in such partnerships should consult their tax advisors regarding the U.S. federal income tax consequences to them.

THIS DISCUSSION IS NOT INTENDED AS TAX ADVICE. INVESTORS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF COMMON STOCK ARISING UNDER THE U.S. FEDERAL ESTATE OR GIFT TAX LAWS OR UNDER THE LAWS OF ANY STATE, LOCAL OR NON-U.S. TAXING JURISDICTION OR UNDER ANY APPLICABLE INCOME TAX TREATY.

Tax Treatment of Common Stock

No statutory, administrative or judicial authority directly addresses the treatment of a security similar to a Common Stock for U.S. federal income tax purposes and, therefore, that treatment is not entirely clear. The Company is a limited liability company that has elected to be taxed as a corporation for U.S. federal income tax purposes, and we intend to take the position that the Common Stock are “stock” of the Company for such purposes because, among

other things, the Common Stock entitle the holders thereof to receive distributions of the Company's earnings and profits as described in this Memorandum. However, this position is not free from doubt, and if the IRS were to successfully challenge this position, the tax consequences described below could be materially different. The balance of this discussion assumes that the Common Stock are treated as "stock" of the Company for U.S. federal income tax purposes.

U.S. Holders

This section applies to you if you are a "**U.S. holder.**" A U.S. holder is any beneficial owner of Common Stock who or that is:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof, or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more United States persons (within the meaning of Section 7701(a)(30) of the Code), or (2) has made a valid election under applicable Treasury Regulations to continue to be treated as a United States person.

Taxation of Distributions

Distributions in excess of current and accumulated earnings and profits will constitute a return of capital that will be applied against and reduce (but not below zero) the U.S. holder's adjusted tax basis in the Common Stock. Any remaining excess will be treated as gain realized on the sale or other disposition of the Common Stock and will be treated as described under "U.S. Holders — Gain or Loss on Sale, Taxable Exchange or Other Taxable Disposition of Common Stock" below.

Gain or Loss on Sale, Taxable Exchange or Other Taxable Disposition of Common Stock

Upon a sale or other taxable disposition of the Common Stock, a U.S. holder generally will recognize capital gain or loss in an amount equal to the difference between the amount realized and the U.S. holder's adjusted tax basis in the Common Stock. Any such capital gain or loss generally will be long-term capital gain or loss if the U.S. holder's holding period for the Common Stock so disposed of exceeds one year. Long-term capital gains recognized by non-corporate U.S. holders will be eligible to be taxed at reduced rates. The deductibility of capital losses is subject to limitations.

Information Reporting and Backup Withholding

Backup withholding may apply to such payments if the U.S. holder fails to provide a taxpayer identification number, a certification of exempt status or has been notified by the IRS that it is subject to backup withholding (and such notification has not been withdrawn).

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against a U.S. holder's U.S. federal income tax liability provided the required information is timely furnished to the IRS.

All U.S. holders should consult their tax advisors regarding the application of information reporting and backup withholding to them.

Non-U.S. Holders

This section applies to you if you are a "**non-U.S. holder.**" For purposes of this discussion, a "non-U.S. holder" is any beneficial owner of Common Stock that is neither a U.S. holder nor a partnership for United States federal income tax purposes.

Taxation of Distributions

Amounts not treated as dividends for U.S. federal income tax purposes will constitute a return of capital and first be applied against and reduce a non-U.S. holder's adjusted tax basis in its Common Stock, but not below zero. Any excess will be treated as capital gain and will be treated as described below under "Non-U.S. Holders— Gain or Loss on Sale, Taxable Exchange or Other Taxable Disposition of Common Stock".

Gain or Loss on Sale, Taxable Exchange or Other Taxable Disposition of Common Stock

Subject to the discussions below on backup withholding, a non-U.S. holder will not be subject to U.S. federal income tax on any gain realized upon the sale or other disposition of Common Stock unless:

- the gain is effectively connected with the non-U.S. holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the non-U.S. holder maintains a permanent establishment in the United States to which such gain is attributable);
- the non-U.S. holder is a nonresident alien individual present in the United States for 183 days or more during the taxable year of the disposition and certain other requirements are met; or

Gain described in the first bullet point above will generally be subject to U.S. federal income tax on a net income basis at the regular graduated U.S. federal income tax rates. A non-U.S. holder that is a foreign corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) of a portion of its effectively connected earnings and profits for the taxable year, as adjusted for certain items.

A non-U.S. holder described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on any gain derived from the disposition, which may be offset by certain U.S. source capital losses of the non-U.S. holder (even though the individual is not considered a resident of the United States) provided the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses.

With respect to the third bullet point above, we believe we are not currently and do not anticipate becoming a USRPHC. Because the determination of whether we are a USRPHC depends on the fair market value of our USRPIs relative to the fair market value of our other business assets and our non-U.S. real property interests, however, there can be no assurance we are not a USRPHC or will not become one in the future.

Non-U.S. holders should consult their tax advisors regarding potentially applicable income tax treaties that may provide for different rules.

Information Reporting and Backup Withholding

Information reporting and backup withholding may apply to the proceeds of a sale of Common Stock within the United States, and information reporting may (although backup withholding generally will not) apply to the proceeds of a sale of Common Stock outside the United States conducted through certain U.S.-related financial intermediaries, in each case, unless the beneficial owner certifies under penalty of perjury that it is a non-U.S. holder on IRS Form W-8BEN or other applicable form (and the payor does not have actual knowledge or reason to know that the beneficial owner is a United States person) or such owner otherwise establishes an exemption.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a non-U.S. holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

FATCA Withholding Taxes

Sections 1471 through 1474 of the Code and the Treasury Regulations and administrative guidance promulgated thereunder (commonly referred to as the "Foreign Account Tax Compliance Act" or "FATCA") generally impose withholding at a rate of 30% in certain circumstances on dividends in respect of our Common Stock which are held

by or through certain foreign financial institutions (including investment funds), unless any such institution (1) enters into, and complies with, an agreement with the IRS to report, on an annual basis, information with respect to interests in, and accounts maintained by, the institution that are owned by certain U.S. persons and by certain non-U.S. entities that are wholly or partially owned by U.S. persons and to withhold on certain payments, or (2) if required under an intergovernmental agreement between the United States and an applicable foreign country, reports such information to its local tax authority, which will exchange such information with the U.S. authorities. An intergovernmental agreement between the United States and an applicable foreign country may modify these requirements. Accordingly, the entity through which our Common Stock are held will affect the determination of whether such withholding is required. All prospective investors should consult their tax advisors regarding the possible implications of FATCA on their investment in the Common Stock.

LEGAL MATTERS

Certain legal matters with respect to the Common Stock offered hereby will be passed upon by Ross Law Group, PLLC.