CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM[1]

Pursuant to Regulation D, Rule 506(c)

IVIRTUAL TECHNOLOGIES GROUP INC.

MINIMUM INVESTMENT AMOUNT: $500

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

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[1] ***Potential Conflicts of Interest.*** This Memorandum does not purport to identify all conflicts of interest. OpenDeal Broker LLC or its affiliates, from time to time, may enter into other transactions not specifically described in this Memorandum with affiliates, officers, managers, members, employees, agents and representatives. Republic Capital Adviser LLC ("**Republic Capital**") an affiliate of ODB and an SEC registered investment adviser may advise vehicles that have invested in securities issued by the Issuer. Those investments may be of a different class or type, with different rights and preferences, than those offered herein. Those other vehicles may have rights of first refusal, preemptive rights, voting rights or other rights in respect of the investment. Further, OpenDeal Portal LLC dba Republic ("**Republic Funding Portal**") an affiliate of ODB and an SEC registered crowdfunding portal may hold securities issued by the Issuer earned as a commission for securities crowdfunding services. Those investments may be of a different class or type, with different rights and preferences, than those offered herein.

Closing Requirements. In order to complete the closing process in this Offering, each Purchaser will be required to complete such documentation as may be requested by ODB on behalf of the Issuer, which may include, without limitation: (1) the execution and delivery of a SAFE agreement; (2) completion of purchaser qualification requirements (status as an Accredited Investor under Regulation D and KYC/AML or KYB (if applicable) screening requirements; (3) clearance from ODB's regulation best interest requirements, and (4) confirmation by ODB of receipt of funds (collectively, the "***Closing Requirements***"). The proceeds of this Offering will be disbursed to the Issuer intermittently throughout the closing process, provided that all applicable Closing Requirements associated with such proceeds must be satisfied prior to disbursement.

FEBRUARY 28, 2024

IMPORTANT NOTICES

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

Unless the context requires otherwise, in this Memorandum the terms "***Issuer***," "***iVirtual***," "***we***," "***us***", and "***our***" refer to iVirtual Technologies Group Inc. Purchasers of Securities are sometimes referred to herein as "***Purchasers***" or "***Investors***".

Each recipient hereof acknowledges and agrees that (i) the contents of this Memorandum constitute proprietary and confidential information, (ii) the Issuer and its affiliates derive independent economic value from such confidential information not being generally known, and (iii) such confidential information is the subject of reasonable efforts to maintain its secrecy. The recipient further agrees that the contents of this Memorandum are a trade secret, the disclosure of which is likely to cause substantial and irreparable competitive harm to the Issuer. Any reproduction or distribution of this Memorandum, in whole or in part, or the disclosure of its contents, without the prior written consent of the Issuer, is prohibited. The existence and nature of all conversations regarding the Issuer and this Offering must be kept confidential. Each recipient hereby agrees to destroy any copies (including electronic copies) of this Memorandum promptly upon request of the Issuer.

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

This Memorandum contains a summary of the terms of the Securities and certain other documents referred to herein. However, the summaries in this Memorandum do not purport to be complete and are subject to and qualified in their entirety by reference to the actual text of the relevant documents. Each prospective Purchaser should review the form of SAFE attached as **Exhibit B** and such other documents for complete information concerning the rights, privileges and obligations related to a purchase of the Securities. If any of the terms, conditions or other provisions of the SAFE or such other documents are inconsistent with or contrary to the descriptions or terms in this Memorandum, the SAFE or such other documents shall control. The Issuer reserves the right to modify the terms of this Offering and the Securities described in this Memorandum, and the Securities are offered subject to the Issuer's ability to reject any commitment in whole or in part.

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

Investors should make their own investigations and evaluations of the Securities that will be delivered pursuant thereto, including the merits and risks involved in an investment therein. Prior to any investment, the Issuer will give Investors the opportunity to ask questions of and receive answers and additional information from it concerning the terms and conditions

of this Offering and other relevant matters to the extent the Issuer possesses the same or can acquire it without unreasonable effort or expense. Investors should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding and disposition of the Securities upon their delivery, and as to the income and other tax consequences to them of such acquisition, holding and disposition.

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

Engagement Agreement with ODB

We are currently party to an amended and restated offering listing agreement, as effective as of October 26, 2023 (the "***Engagement Agreement***"), with ODB, who has agreed to provide certain offering facilitation services, including executing and delivering evidence of the SAFEs sold in this Offering to each Investor and the use of the Platform. ODB has made no commitment to purchase all or any part of the SAFEs. The term of the Engagement Agreement will continue until the later of the SAFEs are no longer being listed on the Platform or all fees due to ODB being remitted unless otherwise terminated by either party upon thirty (30) days' prior written notice or for cause pursuant to the Engagement Agreement.

ODB is not purchasing any of the SAFEs in this Offering and is not required to sell any specific number or dollar amount of securities but will instead arrange and manage this Offering on the Platform.

Reimbursable expenses in the event of termination by Issuer. In the event the Offering has launched on the Platform and we have met the minimum investment amount necessary to perform a closing, and we cancel or decide not to pursue the Offering prior to the final closing of the Offering, we have agreed to reimburse ODB the greatest of (a) $5,000, (b) all out of pocket costs incurred by ODB in enabling this Offering to be listed on https://republic.com or (c) a dollar amount equal to the Cash Commission (defined below) based upon the dollar value of the maximum amount of Securities that are offered under the Offering (as described below); except that if circumstances beyond the control of the Issuer make a closing impossible, or if the termination is for cause due to ODB's uncured breach, then this fee will not apply.

Commission and Expenses. We have agreed to pay ODB: (i) six percent (6%) of the dollar value of the Securities issued to Investors pursuant to the Offering up to but not in excess of $500,000; (ii) five and one-half percent (5.5%) of the dollar value of the Securities issued to Investors pursuant to the Offering greater than $500,000 but not in excess of $1,000,000; and (iii) five percent (5%) of the dollar value of the Securities issued to Investors pursuant to the Offering greater than $1,000,000 (collectively, the "***Cash Commission***") at the time of closing. We have also agreed to pay ODB a securities commission equivalent to two percent (2.0%) of the dollar value of the Securities issued to Investors in this Offering, such amounts will not affect the net proceeds but will have a dilutive effect on the Securities issued to Investors. Non-accountable expenses shall be limited to one-half percent (0.5%) of the Offering's proceeds to ODB.

The aggregate commission to be paid to ODB by the Issuer will have a maximum value of no more than eight percent (8%) of the total proceeds of the Offering. ODB will ensure that the maximum commission amount will not exceed this 8% cap.

While ODB's management may promote the Issuer and this Offering, no other commissions will be paid to anyone in connection with facilitating this Offering.

ODB has agreed, with respect to the SAFE issued to it as part of its commission, not to: (a) sell, transfer, assign, pledge or hypothecate such Securities for a period of 180 days beginning on the date of commencement of sales of the Securities with respect to the Securities Commission to anyone other than: (i) its affiliates or any selected dealer that may participate in the Offering, or (ii) a bona fide officer or partner of ODB or of any such selected dealer, in each case in accordance with FINRA Conduct Rule 5110(e)(1), or (b) cause such Securities to be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of such Securities, except as provided for in FINRA Rule 5110(e)(2). On and after 180 days beginning on the date of commencement of sales of the Securities

with respect to the Securities Commission, transfers to others may be made subject to compliance with or exemptions from applicable securities laws. There are no registration rights offered to ODB.

Under the Engagement Agreement with ODB, ODB may also pass through certain administrative expenses related to certain fees and anti-money laundering, investor due diligence and accreditation service, and ancillary costs related to financial consulting or advisory fees. Ancillary fees related to financial consulting or advisory fees cannot exceed $30,000. We may be required to indemnify ODB and possibly other parties with respect to disclosures made in this Memorandum. Any other fees that we may pay to ODB or other third parties will not be commissions or considered as underwriting compensation. ODB has reserved the right to enter into posting agreements with equity crowdfunding firms not associated with FINRA member firms in connection with this Offering, for which we may pay non-contingent fees as compensation.

Escrow. Cash received in connection with purchases will be placed into an escrow account established by the Issuer with an escrow agent designated by ODB for the benefit of the Offering (the **"*Escrow Account*"**). Purchasers in the Offering will not have the right to revoke their purchase at any time. If a purchase is rejected for any reason, it will be refunded without interest or deduction save any applicable wires fees. Purchasers will follow instructions for completing payment when making their investment via the Republic Platform that is operated for the benefit of the offering. Any purchase made through the Republic Platform will have the consideration directed and immediately be deposited into the bank account of an escrow agent designated by ODB (the **"*Escrow Agent*"**).

Fees for Termination of the Engagement Agreement. Should ODB terminate the Engagement Agreement without cause, for Regulatory, Legal, Reputational or Other Risks, or for cause, or a termination by us without cause, we have agreed to pay ODB at the time of termination the greater of (a) $5,000 or (b) the current number of Investors of Securities as established at the time of termination or transition multiplied by $25.00, provided that no termination fee shall be due in the event termination is for cause due to ODB's uncured breach. All other incurred fees through the date of termination shall also be paid.

Fees to Investors. ODB shall, in its sole discretion, charge a 2.0% cash fee on gross subscriptions made by each Investor who subscribes to the Offering through the Platform, with a minimum fee of $5.00 and a maximum of $300 per subscription.

Indemnification and Control.

We have agreed to indemnify ODB against liabilities relating to any investigation, claim, or proceeding stemming from the Offering, liabilities arising from breaches of some or all of the representations and warranties contained in the Engagement Agreement, and to contribute to payments that ODB may be required to make for these liabilities.

ODB and their respective affiliates are engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. ODB and their respective affiliates may in the future perform various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

Procedures for Subscribing

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

ODB HAS NOT INVESTIGATED (NOR HAVE ANY OF ITS AFFILIATES INVESTIGATED) THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. ODB AND ITS AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED

HEREIN. ODB'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

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

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

EXCLUSIVE NATURE OF THIS MEMORANDUM

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

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

RESTRICTIONS ON TRANSFER

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

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

FORWARD-LOOKING STATEMENT DISCLOSURE

Certain statements in this Memorandum constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"). All statements that address expectations or projections about the future, including statements about product development, market position, expected expenditures and financial results, are forward-looking statements. Some of the forward-looking statements may be identified by words like "may," "should," "estimates," "expects," "anticipates," "plans," "intends," "believes", "projects," "indicates, or the negative of these words or other variations or similar expressions or terminology. Any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. These statements are not guarantees of future performance and involve a number of risks, uncertainties and assumptions. Accordingly, actual results or performance of the Issuer may differ significantly, positively or negatively, from forward-looking statements made herein. Unanticipated events and circumstances are likely to occur. Factors that might cause such differences include, but are not limited to, those discussed under the heading

'*Risk Factors*' which recipients of this Memorandum should carefully consider. These factors include, but are not limited to, risks that our products and services may not receive the level of market acceptance anticipated; anticipated funding may prove to be unavailable; intense competition in our market may result in lower than anticipated revenues or higher than anticipated costs, and general economic conditions, such as the rate of employment, inflation, interest rates and the condition of the capital markets may change in a way that is not favorable to us. This list of factors is not exclusive. We undertake no obligation to update any forward-looking statements.

NASAA UNIFORM DISCLOSURE

IN MAKING AN INVESTMENT DECISION PURCHASERS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. PURCHASERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO RESIDENTS OF COLORADO

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

NOTICE TO RESIDENTS OF CONNECTICUT

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BANKING COMMISSIONER OF THE STATE OF CONNECTICUT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THE OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO RESIDENTS OF FLORIDA

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT. EACH OFFEREE WHO IS A FLORIDA RESIDENT SHOULD BE AWARE THAT SECTION 517.061(11)(A)(5) OF THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT PROVIDES, IN RELEVANT PART, AS FOLLOWS: WHEN SALES ARE MADE TO FIVE OR MORE PERSONS IN FLORIDA, ANY SALE IN FLORIDA MADE PURSUANT TO SECTION 517.061(11) IS VOIDABLE BY THE PURCHASER IN SUCH SALE EITHER WITHIN THREE DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT OR WITHIN THREE DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER. THE AVAILABILITY OF THE PRIVILEGE TO VOID SALES PURSUANT TO SECTION 517.061 OF THE FLORIDA ACT IS HEREBY COMMUNICATED TO EACH FLORIDA OFFEREE.

NOTICE TO RESIDENTS OF GEORGIA

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

NOTICE TO RESIDENTS OF NEW HAMPSHIRE

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE NEW HAMPSHIRE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER NEW HAMPSHIRE RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

NOTICE TO RESIDENTS OF MARYLAND

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

NOTICE TO RESIDENTS OF NEW MEXICO

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISK INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO RESIDENTS OF NEW YORK

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

NOTICE TO RESIDENTS OF NORTH DAKOTA

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO RESIDENTS OF OREGON

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. YOU WILL NOT BE ABLE TO TRANSFER OR

RESELL THESE SECURITIES EXCEPT PURSUANT TO REGISTRATION UNDER THE FEDERAL SECURITIES ACT OF 1933 OR AN EXEMPTION FROM REGISTRATION IF AVAILABLE. CONSEQUENTLY, YOU MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO RESIDENTS OF PENNSYLVANIA

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

NOTICE TO RESIDENTS OF SOUTH CAROLINA

THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER ONE OR MORE SECURITIES ACTS. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSIONER OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO RESIDENTS OF TENNESSEE

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO RESIDENTS OF VERMONT

(I) INVESTMENT IN THESE SECURITIES INVOLVES SIGNIFICANT RISKS AND IS SUITABLE ONLY FOR PERSONS WHO HAVE NO NEED FOR IMMEDIATE LIQUIDITY IN THEIR INVESTMENT AND WHO CAN BEAR THE ECONOMIC RISK OF A LOSS OF THEIR ENTIRE INVESTMENT. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

(II) IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.
(III) THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933 AND THE VERMONT SECURITIES ACT, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

NOTICE TO RESIDENTS OF VIRGINIA

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

FOR ALL NON-U.S. INVESTORS

NO ACTION HAS BEEN OR WILL BE TAKEN IN ANY JURISDICTION OUTSIDE THE UNITED STATES OF AMERICA THAT WOULD PERMIT AN OFFERING OF THE SECURITIES, OR POSSESSION, OR DISTRIBUTION OF OFFERING MATERIAL IN CONNECTION WITH THE ISSUE OF THE SECURITIES, IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. IT IS THE RESPONSIBILITY OF ANY PERSON WISHING TO PURCHASE THE SECURITIES TO SATISFY HIMSELF OR HERSELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES OF AMERICA IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

YOUR INVESTMENT WILL BE DENOMINATED IN UNITED STATES DOLLARS ($) AND, THEREFORE, WILL BE SUBJECT TO ANY FLUCTUATION IN THE RATE OF EXCHANGE BETWEEN UNITED STATES DOLLARS ($), THE CURRENCY OF YOUR OWN JURISDICTION AND THE CURRENCY OF THE JURISDICTION IN WHICH ANY FUND PORTFOLIO ASSET OPERATES OR GENERATES INVESTMENT PROCEEDS, AS APPLICABLE. SUCH FLUCTUATIONS MAY HAVE AN ADVERSE EFFECT ON THE VALUE, PRICE OR INCOME OF YOUR INVESTMENT.

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

Issuer:	iVirtual Technologies Group Inc. ("**i*Virtual***," or the "***Issuer***"), a corporation existing under the *Canada Business Corporations Act*.
Purchaser:	An accredited investor, as that term is defined under the rules and regulations of the Securities Act of 1933, as amended (a "***Purchaser***" or "***Investor***").
Nominee:	By investing in this Offering, Investors will designate Republic Investment Services LLC (f/k/a NextSeed Services, LLC) (the "***Nominee***") to act on their behalf as agent and proxy in all respects. The Nominee is an affiliate of ODB.
Type of Security:	Simple Agreement for Future Equity (SAFE) (the "***Securities***", or the "***SAFEs***").
Amount of Offering:	Up to a maximum offering amount of $2,000,000.00 (the "***Maximum Offering Amount***").
Minimum Offering Amount:	We are offering the Securities on a "best efforts" basis with no prescribed minimum. There is no minimum number of Securities that must be sold for the Offering to close. Purchase proceeds will be available for use by us as soon as we accept such purchases and receive the funds.
Purchase Price:	$1.00 per Security (the "***Purchase Price***").
Minimum Investor Amount:	$500.00 subject to adjustment in the Issuer's sole discretion. The Issuer and ODB reserves the right to reject any proposed investment in part or in its entirety in their sole discretion. No assurance can be given that each Purchaser that wishes to participate in the Offering will be able to do so, or to do so at the level at which such Purchaser desires.
Maximum Investor Amount:	$250,000.00 subject to adjustment in the Issuer's sole discretion.
Exemption:	Rule 506(c) of Regulation D under the Securities Act of 1933, as amended (the "***Securities Act***").
Offering Deadline:	April 30, 2024
Placement Agent:	The Issuer has engaged OpenDeal Broker LLC dba the Capital R ("***ODB***") to provide a landing page for the Issuer's Offering and perform related services, including broker-dealer services. The Issuer has agreed to pay a fee to ODB equal to (i) six percent (6%) of the dollar value of the Securities issued to Investors pursuant to the Offering up to but not in excess of $500,000; (ii) five and one-half percent (5.5%) of the dollar value of the Securities issued to Investors pursuant to the Offering greater than $500,000 but not in excess of $1,000,000; and (iii) five percent (5%) of the dollar value of the Securities issued to Investors pursuant to the Offering greater than $1,000,000. Additionally, ODB shall receive a securities commission equivalent to two percent (2.0%) of the dollar value of the Securities issued to Investors in this Offering.

Use of Proceeds:	The proceeds will be used to bolster the Issuer's operations and infrastructure, for sales and marketing activities and to invest in technology and product development. The Issuer may alter the use of proceeds in its sole discretion. See '*Use of Proceeds*' for more information.
Purchase Procedures:	To purchase, prospective Investors will be required to electronically deliver to the Issuer a fully completed, dated, and signed copy of the SAFE instrument through the online platform found at https://republic.com (the "***Platform***") together with any (i) exhibits and (ii) documents requested by the Issuer and its agents, including ODB and its representatives, for the purpose of satisfying the Issuer's and ODB's accreditation, customer identification, and due diligence obligations prior to the Offering Deadline and send full payment of any consideration to the Issuer. The Issuer and ODB reserve the right to reject any proposed investment in part or in its entirety in their sole discretion. Once accepted by the Issuer, purchases are irrevocable.
Pre-money Valuation Cap:	$18,000,000.
Discount	20%.
First Equity Financing:	In the event of a first sale or series of related sales pursuant to which the Issuer issues and sells capital stock, including, without limitation, Common Shares and Preference Shares ("***Capital Stock***") from which the Issuer receives gross proceeds of not less than $2,000,000 cash or cash equivalent (excluding the conversion of any instruments convertible into or exercisable or exchangeable for Capital Stock, such as SAFEs or convertible promissory notes) with the principal purpose of raising capital (an "***Equity Financing***"), the Issuer will have the option to continue the term of the SAFE without conversion, or to issue a number of shares of the Capital Stock sold in such first Equity Financing equal to the amount the Purchaser paid for the Securities (the "***Purchase Amount***") divided by the First Equity Financing Price (as defined in the SAFE instrument).
Subsequent Equity Financing:	If the Issuer elects to continue the term of the SAFE past the First Equity Financing and another Equity Financing occurs, the Issuer will have the option to continue the term of the SAFE without conversion, or to issue a number of shares of the Capital Stock sold such subsequent Equity Financing equal to the Purchase Amount divided by the First Equity Financing Price (as defined in the SAFE instrument).
Liquidity Event:	If there is a change of control or an initial public offering (each, a "***Liquidity Event"***) before any Equity Financing, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (or a lesser amount as described in the SAFE instrument) or (ii) automatically receive from the Issuer a number of shares of Common Shares equal to the Purchase Amount divided by the Liquidity Price (as described in the SAFE instrument). If there is a Liquidity Event after one or more Equity Financings, the Investor will, at its option, either (i) receive a cash payment equal to the Purchase Amount (or a lesser amount as described in the SAFE instrument) or (ii) automatically receive from the Issuer a number of shares of the most recent issued Capital Stock equal to the Purchase Amount divided by the First Equity Financing Price (as described in the SAFE instrument).

Dissolution Event:	If there is (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Issuer's creditors, (iii) the commencement of a case seeking relief under either Title 11 of the United States Code or the Canada Bankruptcy and Insolvency Act, or (iv) any other liquidation, dissolution, or winding up of the Issuer (excluding a Liquidity Event), whether voluntary or involuntary (each, a "***Dissolution Event***") before the SAFE instrument terminates in connection with an Equity Financing or a Liquidity Event, the Issuer will distribute its entire assets legally available for distribution with equal priority among the (i) Investors, (ii) all other holders of investments sharing in the assets of the Issuer at the same priority as holders of Common Shares upon a Dissolution Event, and (iii) all holders of Common Shares.
Amendment:	Any provision of the SAFE instrument may be amended, waived, or modified upon the written consent of either (i) the Issuer and the Investor or (ii) the Issuer and the Majority of the Investors (calculated based on the Purchase Amount of each Investors SAFE).
Voting Rights:	The SAFEs carry no voting, management, or control rights in the Issuer.
Dividend Rights:	The Investor is not entitled, as a holder of the SAFE instrument, to receive dividends or be deemed the holder of Capital Stock for any purpose.
Governing Law:	All rights and obligations under the SAFE instrument are governed by the laws of the State of New York.
Other:	This Summary of Key Terms is intended as an outline of certain of the material terms of the SAFE and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in definitive documentation for the SAFE.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS

Forward-Looking Statements

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

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

RISK FACTORS

An investment in the SAFEs issued in the financing of the Issuer involves a high degree of risk.

CERTAIN RISK FACTORS

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

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

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

Risks Related to the Issuer's Business and Industry

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

The Issuer is still in an early phase and we are just beginning to implement our business plan. The Issuer has generated limited revenues since inception as it works to fully implement its business plan. There can be no assurance that we will ever operate profitably. The likelihood of our success should be considered in light of the problems, expenses, difficulties, complications and delays usually encountered by early stage companies. The Issuer may not be successful in attaining the objectives necessary for it to overcome these risks and uncertainties.

Global crises and geopolitical events, including without limitation, COVID-19 can have a significant effect on our business operations and revenue projections.

A significant outbreak of contagious diseases, such as COVID-19, in the human population could result in a widespread health crisis. Additionally, geopolitical events, such as wars or conflicts, could result in global disruptions to supplies, political uncertainty and displacement. Each of these crises could adversely affect the economies and financial markets of many countries, including Canada and the United States where we principally operate, resulting in an economic downturn that could reduce the demand for our products and services and impair our business prospects, including as a result of being unable to raise additional capital on acceptable terms, if at all.

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

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

We may face potential difficulties in obtaining capital.

We may have difficulty raising needed capital in the future as a result of, among other factors, our lack of revenues from sales, as well as the inherent business risks associated with the Issuer and present and future market conditions. Additionally, our future sources of revenue may not be sufficient to meet our future capital requirements. As such, we may require additional funds to execute our business strategy and conduct our operations. If adequate funds are unavailable, we may be required to delay, reduce the scope of or eliminate one or more of our research, development or commercialization programs, product launches or marketing efforts, any of which may materially harm our business, financial condition and results of operations.

If our software products and services do not gain market acceptance, our operating results may be negatively affected

We intend to pursue a strategy for providing consumers and enterprises with a virtual human driven fan loyalty, rewards and engagement platform. Market acceptance of our solutions will rely on proprietary research and the development of new software product and service offerings, and may also depend on the Issuer's ability to source capabilities through acquisitions. It is important to our success that we continue to enhance our software products and services in response to market and customer demand and to seek to set the standard for our products' capabilities. The primary market for our software products and services is rapidly evolving, and the level of acceptance of products and services that are planned for future release to the marketplace, is not certain. If the markets for our software products and services fail to develop, develop more slowly than expected or become subject to increased competition, our business may suffer. As a result, we may be unable to: (i) successfully market our current products and services; (ii) develop new software products and services and enhancements for future software products and services; (iii) complete forecasted customer implementations on a timely basis; or (iv) complete software products and services currently under development. In addition, increased competition could put significant pricing pressures on our products, which could negatively impact our expected margins and profitability. If our software products and services are not accepted by prospective customers or by other prospective businesses in the marketplace, our business, operating results and financial condition will be materially adversely affected.

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

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

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

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

We rely on various intellectual property rights, including trademarks, in order to operate our business.

The Issuer relies on certain intellectual property rights to operate its business. The Issuer's intellectual property rights may not be sufficiently broad or otherwise may not provide us a significant competitive advantage. In addition, the steps

that we have taken to maintain and protect our intellectual property may not prevent it from being challenged, invalidated, circumvented or designed-around, particularly in countries where intellectual property rights are not highly developed or protected. In some circumstances, enforcement may not be available to us because an infringer has a dominant intellectual property position or for other business reasons, or countries may require compulsory licensing of our intellectual property. Our failure to obtain or maintain intellectual property rights that convey competitive advantage, adequately protect our intellectual property or detect or prevent circumvention or unauthorized use of such property, could adversely impact our competitive position and results of operations. We also rely on nondisclosure and noncompetition agreements with employees, consultants and other parties to protect, in part, trade secrets and other proprietary rights. There can be no assurance that these agreements will adequately protect our trade secrets and other proprietary rights and will not be breached, that we will have adequate remedies for any breach, that others will not independently develop substantially equivalent proprietary information or that third parties will not otherwise gain access to our trade secrets or other proprietary rights. As we expand our business, protecting our intellectual property will become increasingly important. The protective steps we have taken may be inadequate to deter our competitors from using our proprietary information. In order to protect or enforce our intellectual property rights, we may be required to initiate litigation against third parties, such as infringement lawsuits. Also, these third parties may assert claims against us with or without provocation. These lawsuits could be expensive, take significant time and could divert management's attention from other business concerns. We cannot assure you that we will prevail in any of these potential suits or that the damages or other remedies awarded, if any, would be commercially valuable.

The Issuer's business plan is based on numerous assumptions and projections that may not prove accurate.

The Issuer's business plan and potential growth is based upon numerous assumptions. No assurance can be given regarding the attainability of the financial projections. The Issuer's ability to adhere to, and implement, its business plan will depend upon the Issuer's ability to successfully raise funds and a variety of other factors, many of which are beyond the Issuer's control. Likewise, management is not bound to follow the business plan and may elect to adopt other strategies based upon unanticipated opportunities, or changes in circumstances or market conditions. All financial projections contained in the business plan are based entirely upon management's assumptions and projections and should not be considered as a forecast of actual revenues or our liquidity. Actual operating results may be materially different.

Although the Issuer believes the assumptions upon which the Issuer's business and financial projections are based have reasonable bases, the Issuer cannot offer any assurance that its results of operations and growth will be as contemplated. If any of the assumptions upon which these opinions and projections are based prove to be inaccurate, including growth of the economy in general and trends in the electric vehicle industry, these opinions and projections could be adversely affected. Prospective investors should be aware that these opinions and other projections and predictions of future performance, whether included in the business plan, or previously or subsequently communicated to prospective investors, are based on certain assumptions which are highly speculative. Such projections or opinions are not (and should not be regarded as) a representation or warranty by the Issuer or any other person that the overall objectives of the Issuer will ever be achieved or that the Issuer will ever achieve significant revenues or profitability. These opinions, financial projections, and any other predictions of future performance should not be relied upon by potential investors in making an investment decision in regard to this Offering.

The Issuer's success depends on the experience and skill of its board of directors, executive officers and key personnel.

We are dependent on our board of directors, executive officers and key personnel. These persons may not devote their full time and attention to the matters of the Issuer. The loss of all or any of our board of directors, executive officers and key personnel could harm the Issuer's business, financial condition, cash flow and results of operations.

Although dependent on certain key personnel, the Issuer does not have any key person life insurance policies on any such people.

We are dependent on certain key personnel in order to conduct our operations and execute our business plan, however, the Issuer has not purchased any insurance policies with respect to those individuals in the event of their death or disability. Therefore, if any of these personnel die or become disabled, the Issuer will not receive any compensation to

assist with such person's absence. The loss of such person could negatively affect the Issuer and our operations. We have no way to guarantee key personnel will stay with the Issuer, as many states do not enforce non-competition agreements, and therefore acquiring key man insurance will not ameliorate all of the risk of relying on key personnel.

In order for the Issuer to compete and grow, it must attract, recruit, retain and develop the necessary personnel who have the needed experience.

Recruiting and retaining highly qualified personnel is critical to our success. These demands may require us to hire additional personnel and will require our existing management and other personnel to develop additional expertise. We face intense competition for personnel, making recruitment time-consuming and expensive. The failure to attract and retain personnel or to develop such expertise could delay or halt the development and commercialization of our product candidates. If we experience difficulties in hiring and retaining personnel in key positions, we could suffer from delays in product development, loss of customers and sales and diversion of management resources, which could adversely affect operating results. Our consultants and advisors may be employed by third parties and may have commitments under consulting or advisory contracts with third parties that may limit their availability to us, which could further delay or disrupt our product development and growth plans.

We need to rapidly and successfully develop and introduce new products in a competitive, demanding and rapidly changing environment.

To succeed in our intensely competitive industry, we must continually improve, refresh and expand our product and service offerings to include newer features, functionality or solutions, and keep pace with changes in the industry. Shortened product life cycles due to changing customer demands and competitive pressures may impact the pace at which we must introduce new products or implement new functions or solutions. In addition, bringing new products or solutions to the market entails a costly and lengthy process, and requires us to accurately anticipate changing customer needs and trends. We must continue to respond to changing market demands and trends or our business operations may be adversely affected.

The development and commercialization of our products is highly competitive.

We face competition with respect to any products that we may seek to develop or commercialize in the future. Our competitors include major companies worldwide. Many of our competitors have significantly greater financial, technical and human resources than we have and superior expertise in research and development and marketing approved products and thus may be better equipped than us to develop and commercialize products. 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, our competitors may commercialize products more rapidly or effectively than we are able to, which would adversely affect our competitive position, the likelihood that our products will achieve initial market acceptance, and our ability to generate meaningful additional revenues from our products.

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

Damage to our reputation could negatively impact our business, financial condition and results of operations.

Our reputation and the quality of our brand are critical to our business and success in existing markets, and will be critical to our success as we enter new markets. Any incident that erodes consumer loyalty for our brand could significantly reduce its value and damage our business. We may be adversely affected by any negative publicity, regardless of its accuracy. Also, there has been a marked increase in the use of social media platforms and similar devices, including blogs, social media websites and other forms of internet-based communications that provide individuals with access to a broad audience of consumers and other interested persons. The availability of information on social media platforms is virtually immediate as is its impact. Information posted may be adverse to our interests or may be inaccurate, each of which may harm our performance, prospects or business. The harm may be immediate and may disseminate rapidly and broadly, without affording us an opportunity for redress or correction.

Our business could be negatively impacted by cyber security threats, attacks and other disruptions.

We may face advanced and persistent attacks on our information infrastructure where we manage and store various proprietary information and sensitive/confidential data relating to our operations. These attacks may include sophisticated malware (viruses, worms, and other malicious software programs) and phishing emails that attack our products or otherwise exploit any security vulnerabilities. These intrusions sometimes may be zero-day malware that are difficult to identify because they are not included in the signature set of commercially available antivirus scanning programs. Experienced computer programmers and hackers may be able to penetrate our network security and misappropriate or compromise our confidential information or that of our customers or other third-parties, create system disruptions, or cause shutdowns. Additionally, sophisticated software and applications that we produce or procure from third-parties may contain defects in design or manufacture, including "bugs" and other problems that could unexpectedly interfere with the operation of the information infrastructure. A disruption, infiltration or failure of our information infrastructure systems or any of our data centers as a result of software or hardware malfunctions, computer viruses, cyber-attacks, employee theft or misuse, power disruptions, natural disasters or accidents could cause breaches of data security, loss of critical data and performance delays, which in turn could adversely affect our business.

Security breaches of confidential customer information, or confidential employee information may adversely affect our business.

Our business requires the collection, transmission and retention of personally identifiable information, in various information technology systems that we maintain and in those maintained by third parties with whom we contract to provide services. The integrity and protection of that data is critical to us. The information, security and privacy requirements imposed by governmental regulation are increasingly demanding. Our systems may not be able to satisfy these changing requirements and customer and employee expectations or may require significant additional investments or time in order to do so. A breach in the security of our information technology systems or those of our service providers could lead to an interruption in the operation of our systems, resulting in operational inefficiencies and a loss of profits. Additionally, a significant theft, loss or misappropriation of, or access to, customers' or other proprietary data or other breach of our information technology systems could result in fines, legal claims or proceedings.

The use of individually identifiable data by our business, our business associates and third parties is regulated at the state, federal and international levels.

The regulation of individual data is changing rapidly, and in unpredictable ways. A change in regulation could adversely affect our business, including causing our business model to no longer be viable. Costs associated with information security – such as investment in technology, the costs of compliance with consumer protection laws and costs resulting from consumer fraud – could cause our business and results of operations to suffer materially. Additionally, the success of our online operations depends upon the secure transmission of confidential information over public networks, including the use of cashless payments. The intentional or negligent actions of employees, business associates or third parties may undermine our security measures. As a result, unauthorized parties may obtain access to our data systems and misappropriate confidential data. There can be no assurance that advances in computer capabilities, new discoveries in the field of cryptography or other developments will prevent the compromise of our customer transaction processing

capabilities and personal data. If any such compromise of our security or the security of information residing with our business associates or third parties were to occur, it could have a material adverse effect on our reputation, operating results and financial condition. Any compromise of our data security may materially increase the costs we incur to protect against such breaches and could subject us to additional legal risk.

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

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

Changes in Canadian or U.S. federal, province, state or local laws and government regulation could adversely impact our business.

The Issuer is subject to legislation and regulation at the Canadian and U.S. federal and local levels and, in some instances, at the province or state level. New laws and regulations may impose new and significant disclosure obligations and other operational, marketing and compliance-related obligations and requirements, which may lead to additional costs, risks of non-compliance, and diversion of our management's time and attention from strategic initiatives. Additionally, Canadian and U.S. federal, province, state and local legislators or regulators may change current laws or regulations which could adversely impact our business. Further, court actions or regulatory proceedings could also change our rights and obligations under applicable Canadian, U.S. federal, province, state and local laws, which cannot be predicted. Modifications to existing requirements or imposition of new requirements or limitations could have an adverse impact on our business.

We operate in a highly regulated environment, and if we are found to be in violation of any of the Canadian, U.S. federal, province, state, or local laws or regulations applicable to us, our business could suffer.

We are also subject to a wide range of Canadian and U.S. federal, province, state, and local laws and regulations. The violation of these or future requirements or laws and regulations could result in administrative, civil, or criminal sanctions against us, which may include fines, a cease and desist order against the subject operations or even revocation or suspension of our license to operate the subject business. As a result, we may incur capital and operating expenditures and other costs to comply with these requirements and laws and regulations.

Risks Related to the Offering

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

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

In addition, if the Issuer violated international, federal or state securities laws in connection with a prior offering and/or

sale of its securities, international, federal or state regulators could bring an enforcement, regulatory and/or other legal action against the Issuer which, among other things, could result in the Issuer having to pay substantial fines and be prohibited from selling securities in the future.

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

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

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

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

The Intermediary Fees paid by the Issuer are subject to change depending on the success of the Offering.

At the conclusion of the Offering, the Issuer shall pay the Intermediary equal to (i) six percent (6%) of the dollar value of the Securities issued to Investors pursuant to the Offering up to but not in excess of $500,000; (ii) five and one-half percent (5.5%) of the dollar value of the Securities issued to Investors pursuant to the Offering greater than $500,000 but not in excess of $1,000,000; and (iii) five percent (5%) of the dollar value of the Securities issued to Investors pursuant to the Offering greater than $1,000,000. The compensation paid by the Issuer to the Intermediary may impact how the Issuer uses the net proceeds of the Offering.

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

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

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

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

Risks Related to the Securities

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

You should be aware of the long-term nature of this investment in the Issuer. There is neither currently nor ever likely to be a public market for the Securities. The Securities are restricted securities under Regulation D of the Securities Act. Seeing as the Securities have not been registered under the Securities Act or other applicable securities laws and are being sold in reliance upon an exemption from registration afforded under the Securities Act, there are restrictions on their transferability or resale by an Investor. It is not currently being considered that registration under the Securities Act or other securities laws will be affected. As such, the Securities may only be sold in compliance with Regulation D or another applicable exemption from the registration provisions of the Securities Act. Limitations on the transfer of the

Securities may also adversely affect the price that you might be able to obtain for the Securities in a private sale.

SAFEs are inherently risky like convertible notes but less favorable for the investor.

A SAFE is an agreement that grants the holder the right to equity at a later date, similar to a convertible note, but with four key legal differences:

- Unlike a convertible note, a SAFE is not a debt instrument. A SAFE is neither debt nor equity but a security that may or may not convert to equity at a later date. There are no voting rights attached to the SAFE.

- It is not possible for the SAFEs to convert to equity unless we decide to issue Preference Shares (or there is a liquidity event), which would be for the principal purpose of taking investment capital.

- Debt instruments have maturity dates. SAFEs (including the one in this offering) often do not.

- Debt instruments have interest rates. SAFEs (including the one in this offering) do not.

Despite their name implying otherwise, SAFEs are an investment vehicle and, like any investment vehicle, are inherently risky. You should be aware that while SAFEs have become a popular method to raise capital for early-stage startup companies, not everyone agrees that they are a good investment vehicle for the issuer or the investor.

Investors will not have voting rights, even upon conversion of the Securities and will grant a third-party nominee broad power and authority to act on their behalf.

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

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

Investors will not have an ownership claim to the Issuer or to any of its assets or revenues for an indefinite amount of time and depending on when and how the Securities are converted, the Investors may never become equity holders of the Issuer. Investors will not become equity holders of the Issuer unless the Issuer receives a future round of equity financing great enough to trigger a conversion and the Issuer elects to convert the Securities. The Issuer is under no obligation to convert the Securities into Shadow Securities. In certain instances, such as a sale of the Issuer or substantially all of its assets, an initial public offering or a dissolution or bankruptcy, the Investors may only have a right to receive cash, to the extent available, rather than equity in the issuer. Further, the Investor may never become an equity holder, merely a beneficial owner of an equity interest, should the Issuer or the Nominee decide to move the SAFE or the securities issuable thereto into a custodial relationship.

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

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

Investors will not be entitled to any inspection or information rights other than those required by law.

Investors will not have the right to inspect the books and records of the Issuer or to receive financial or other information from the Issuer, other than as required by law. Other security holders of the Issuer may have such rights. This lack of information could put Investors at a disadvantage in general and with respect to other security holders, including certain security holders who have rights to periodic financial statements and updates from the Issuer such as quarterly unaudited financials, annual projections and budgets, and monthly progress reports, among other things.

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

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

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

The Issuer may never conduct an Equity Financing (as defined in the SAFE instrument) or elect to convert the Securities if such Equity Financing does occur. In addition, the Issuer may never undergo a liquidity event such as a sale of the Issuer or an initial public offering. If neither the conversion of the Securities nor a liquidity event occurs, Investors could be left holding the Securities in perpetuity. The Securities have numerous transfer restrictions and will likely be highly illiquid, with no secondary market on which to sell them. The Securities are not equity interests, have no ownership rights, have no rights to the Issuer's assets or profits and have no voting rights or ability to direct the Issuer or its actions.

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

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

The amount of additional financing needed by the Issuer will depend upon several contingencies not foreseen at the time of this Offering. Generally, additional financing (whether in the form of loans or the issuance of other securities) will be intended to provide the Issuer with enough capital to reach the next major corporate milestone. If the funds received in any additional financing are not sufficient to meet the Issuer's needs, the Issuer may have to raise additional capital at a price unfavorable to their existing investors, including the holders of the Securities. The availability of capital is at least partially a function of capital market conditions that are beyond the control of the Issuer. There can be no assurance that the Issuer will be able to accurately predict the future capital requirements necessary for success or that additional funds

will be available from any source. Failure to obtain financing on favorable terms could dilute or otherwise severely impair the value of the Securities.

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

Equity securities issued upon conversion of the Securities may be substantially different from other equity securities offered or issued by the Issuer at the time of conversion.

In the event the Issuer decides to exercise the conversion right, the Issuer will convert the Securities into equity securities that are materially different from the equity securities being issued to new investors at the time of conversion in many ways, including, but not limited to, liquidation preferences, dividend rights, or anti-dilution protection. Additionally, any equity securities issued at the First Equity Financing Price (as defined in the SAFE instrument) shall have only such preferences, rights, and protections in proportion to the First Equity Financing Price and not in proportion to the price per share paid by new investors receiving the equity securities. Upon conversion of the Securities, the Issuer may not provide the holders of such Securities with the same rights, preferences, protections, and other benefits or privileges provided to other investors of the Issuer.

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

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

The Offering price was not established in a competitive market. We have arbitrarily set the price of the Securities with reference to the general status of the securities market and other relevant factors. The Offering price for the Securities should not be considered an indication of the actual value of the Securities and is not based on our asset value, net worth, revenues or other established criteria of value. We cannot guarantee that the Securities can be resold at the Offering price or at any other price.

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

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

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

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

There is no guarantee of a return on an Investor's investment.

There is no assurance that an Investor will realize a return on their investment or that they will not lose their entire investment. For this reason, each Investor should read this Memorandum and all exhibits carefully and should consult with their attorney and business advisor prior to making any investment decision.

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

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

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

ISSUER OVERVIEW

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

The Issuer

The Issuer is a technology company that is focused on the development and potential subsequent commercialization of a virtual human driven fan loyalty, rewards and engagement platform.

The Issuer was incorporated under the laws of the Province of British Columbia on October 16, 2018 as "1183099 B.C. Ltd." and subsequently changed its name to "iVirtual Technologies Group Inc." on September 8, 2021. The Issuer has one wholly-owned subsidiary being iVirtual Technologies Inc., a corporation incorporated under the laws of the Province of Ontario on July 18, 2018 and owns a 23.7% minority stake in Big Trust Theory Ltd. a corporation incorporated under the laws of the UK on October 12, 2022. The Issuer is headquartered at 2704-401 Bay Street, Toronto, Ontario, M5H 2Y4.

A description of our products, services, and business plan can be found on the Issuer's profile page available on the Platform under https://republic.com/ivirtual (the "***Deal Page***"). You should view the Deal Page at the time you consider making an investment commitment.

The Issuer's website is https://www.ivirtual.com.

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

Description of the Business

The Issuer is a technology company that is engaged in the development and potential subsequent commercialization of virtual human driven fan loyalty, rewards and engagement platform solutions. The following table provides a summary of the Issuer's products, including a description of its final stage and current stage of development.

Product	Final State	Current Status	Dependencies	Can integrate with other iVirtual products
FanMore For Sports Teams by iVirtual	A virtual human driven fan loyalty, rewards and engagement platform	Pilot to be launched Q1 2024	Yes	Yes

FanMore For Sport Teams by iVirtual (formerly known as product Heymoji)

Creating virtual humans such as those seen in video games is very expensive and has historically been impractical for mass adoption. In order to address these challenges, the Issuer has invested in technologies that are designed to allow consumers to create a virtual representation of themselves as avatars or as computer graphic virtual humans. The Issuer's first application of this technology is FanMore For Sports Teams (FanMore), an application that empowers users to create their realistic virtual human avatars from a photograph from their own smartphone as a first step followed by a robust loyalty, rewards and engagement value proposition that links sports teams with fans and corporate sponsors.

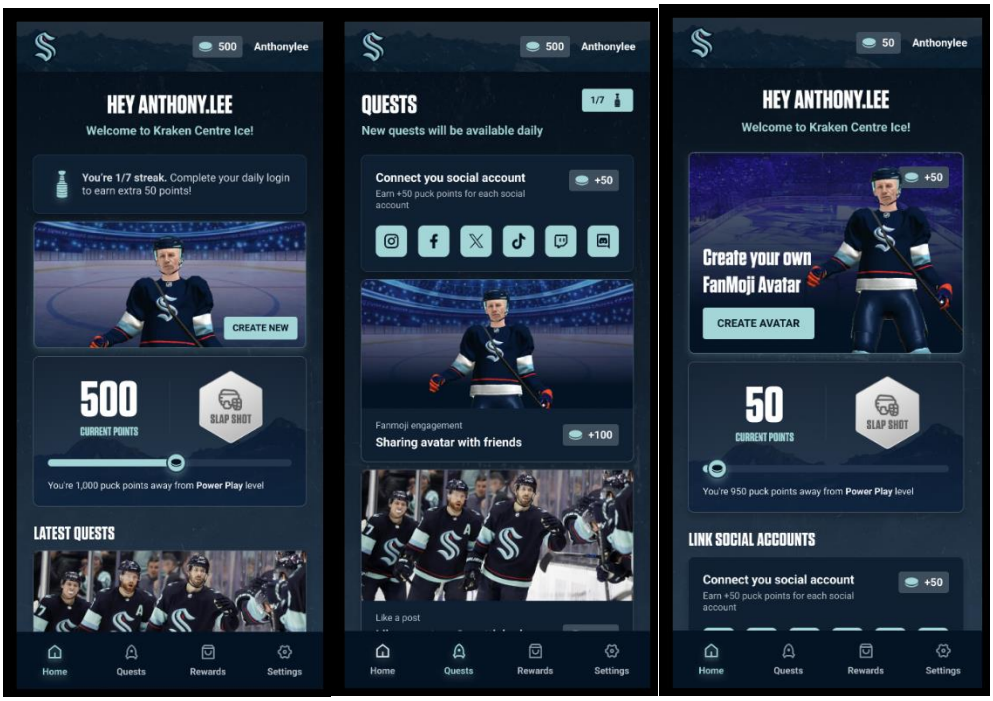
The Issuer has developed human virtualization technologies under its brand "Heymoji". The current focus of the Issuer in this regard is on integrating a licensed technology for virtualization using a software developer kit ("**SDK**") while designing targeted sports-related assets and animations. This all sits atop a loyalty, reward and engagement platform.

In early 2022, the Issuer completed a beta version of its FanMore product. The beta version of FanMore is different from the beta version of Heymoji, which was created in 2020. Feedback from the 2020 beta version of Heymoji included a preference for a solution that focuses on sports teams and that would allow users to create their own avatars using a single picture rather than two pictures and is part of a robust loyalty, reward and engagement platform. Insights gathered from the 2020 Heymoji beta have informed the product design of the 2024 FanMore beta product.

The current FanMore beta product is web app technology which can be used to convert a picture of an individual into a 3D interactive avatar of themselves and then allows the consumer/Fan to engage with a loyalty, reward and engagement platform that links the team and corporate sponsors to the fan. The individual can then dress in custom jerseys and apparel for their virtualized self. Furthermore, the user can create and share scenes via their social networks that reflect the branding of sports teams. The fan can earn loyalty points for these and other normal fandom behaviors. The fan can then use their accumulated points for products, services and experiences offered by the sports team in conjunction with their partner sponsors. The FanMore beta is sufficiently developed that it can be used in live demonstrations with potential customers. In November 2021 the Issuer presented a technology demonstration of the FanMore product to a leading North American sports franchise in the USA - the NHL's Seattle Kraken. As a result of this technology demonstration, in January 2022, the Issuer signed a letter of intent with the Seattle Kraken to further develop the beta product. The latest letter of intent was signed September 18, 2023 and defines the FanMore pilot programs, KPIs and long term commercialization pathway.

FanMore is positioned as a white label product that could be sold to professional and amateur sports teams for integration into their technology stack and customized with respect to their specific sport.

The pictures below are taken from the FanMore mock ups showing virtualization, hockey props and movements:



To date, the Issuer's FanMore business development activities have included the following:

- Advancement of the Heymoji technologies.

- Development of the Heymoji beta in 2020.
- Development of the FanMore beta application in 2021, including the means through which the Issuer has tested the application for full customization with specific sports themes, sports apparel, sports scenes and movements.
- Sufficient technology and app success to support a high-level customer acquisition strategy;
- Completion of early-stage marketing to the professional sports market.
- Met with a major North American sports franchise on November 17, 2021 to present a technology demonstration and an overview of the commercial terms, with the hopes of delivery of the FanMore product in 2022.
- Signed letters of intent with the NHL's Seattle Kraken, referred to above, on January 24, 2022 and September 18, 2023.

FanMore Revenue Model

The Issuer's commercial strategy for FanMore is to sell the platform as a service or as a white label solution. Professional and amateur sports teams can create realistic avatars of their fans. Fans can use FanMore to message each other and to celebrate team success. Teams seeking to add functions will be able to pay for premium features and services that augment the FanMore experience.

With respect to professional teams, the Issuer intends to provide the white label solution for professional sports franchises to enable them to create a virtual human and messaging application dedicated to the team's fan engagement. Enhanced fan experiences will allow professional teams to share digital assets with their community and will allow fans to share realistic avatars of themselves wearing the branded logos and uniforms of their favorite teams. The fan can earn loyalty points for these and other normal fandom behaviors. The fan can then use their accumulated points for products, services and experiences offered by the sports team in conjunction with their partner sponsors. The intent is that professional teams will pay for implementation and set-up costs, recurring fees to manage and update the user experience and a percentage of all points earned and burned on the platform.

Marketing

FanMore marketing is a strategic initiative to target amateur and professional sports teams as the initial users of FanMore. The initial marketing campaign was completed in February 2022, and in management's view was successful in that an LOI was signed with a professional sports team. The Issuer has recently signed on the agency Foresman & Bodenfors (F&B) to managing its global creative, marketing and promotions activities.

FanMore Initial Customer

In Q2 2024, the Issuer expects to enter into a commercial contract for the release of its first white label solution for a sports team. However, underlying factors such as customer satisfaction cannot be forecasted reliably. Therefore, negative user feedback could cause delays in the full release of FanMore product.

Competition

The current competitive environment for instant virtual human driven fan loyalty, rewards and engagement platforms is relatively unpopulated; however, as the world moves toward mass consumer adoption of these immersive technology platforms, the Issuer expects these emerging spaces to become significantly competitive. Further, the Issuer foresees constant evolution from these industries, making them subject to rapid technological and regulatory change. In particular, the Issuer anticipates strong competition with respect to 3D virtual human creation as this technology becomes more accessible and commonplace.

The Issuer's ability to compete effectively with its competitors is based on several factors, including its ability to:

- Capitalize on its early foothold advantage.
- Establish and maintain a strong reputation and brand awareness among its customers.

- Expand its customer base and customer engagement across newlines of operation.
- Provide comprehensive and varied offerings at competitive prices.
- Provide a superior customer experience, including through appropriate customer support, promotions, features, customer protections, and effective software development and efficient back-office infrastructure, customer service, security and integrity.
- Develop product offerings designed for distribution across multiple channels and to new, large B2B and B2C customer bases with superior functionality and efficient implementation.
- Maintain a strong culture of environmental, social and corporate responsibility.

The following are competitors that offer Loyalty and Rewards Platforms and may compete with the Issuer:

1. Belly (now part of Paya): A customer loyalty platform that allowed businesses to create and manage digital loyalty programs. The platform focused on helping small and medium-sized businesses retain customers through personalized rewards and marketing tools
2. LoyaltyLion: A loyalty and engagement platform designed for e-commerce businesses. It enables businesses to create customized loyalty programs, reward schemes, and referral programs to enhance customer retention and engagement.
3. Smile.io: A rewards platform that specializes in helping e-commerce businesses build and manage loyalty programs. The platform allows businesses to create points-based systems, referral programs, and VIP tiers to incentivize customer loyalty.
4. Yotpo: Primarily known as a customer content marketing platform that includes loyalty and rewards features. In addition to loyalty programs, Yotpo enables businesses to collect and leverage customer reviews, photos, and other user-generated content.
5. Zinrelo: A loyalty rewards platform offering personalized rewards, referral programs, and data analytics for customer engagement. The platform is designed to help businesses build strong, long-lasting relationships with their customers.
6. Kangaroo Rewards: A loyalty marketing platform designed to help businesses create and manage customized loyalty programs. The platform focuses on delivering a user-friendly experience for both businesses and customers.

Customer Base

The Issuer's target customer base is comprised of North America's 153 sports teams derived from the big 5 major sports – NHL, NFL, NBA, MLS & MLB. We are launching our first pilot with the NHL's Seattle Kraken.

Supply Chain

Although the Issuer is dependent upon certain third-party vendors, the Issuer has access to alternate service providers in the event its current third-party vendors are unable to provide services, or any issues arise with its current vendors where a change is required to be made. The Issuer does not believe the loss of a current third-party vendor or service provider would cause a major disruption to its business, although it could cause short-term limitations or disruptions.

Intellectual Property

The Issuer's intellectual property includes trade secrets, software and other works of authorship, branding assets and associated trademarks, and various licensed technologies.

To protect such intellectual property, the Issuer has implemented an intellectual property strategy that utilizes a combination of copyright, patent, trademark, and trade secret laws, as well as non-disclosure agreements and other contractual provisions.

In tandem with the Issuer's continued development and commercialization of its products and technologies, the Issuer will work with the Issuer's counsel to develop further its intellectual property strategy to create and defend market exclusivity. The Issuer will also work with the Issuer's counsel to further develop its intellectual property strategy to assess and mitigate risks associated with infringement of its intellectual property rights by third parties and infringement of intellectual property rights of third parties by the Issuer.

Some of the Issuer's products incorporate technologies and intellectual property developed by third parties, and the Issuer has obtained necessary rights from such third parties. The Issuer treats its innovations made on top of third-party technologies as its own intellectual property to be protected by its intellectual property strategy, subject to applicable license restrictions.

Trademarks

Registration / Serial Number	Title	Description	Filing Date	Registration Date	Jurisdiction
TMA1117705	"IVIRTUAL"	Trademark	May 25, 2018	January 13, 2022	CANADA
2095070	"IVIRTUAL"	Trademark	March 26, 2021	Pending	CANADA
3932399	"IVIRTUAL"	Standard Character Mark	January 18, 2010	March 15, 2011	USA
6386985	"IVIRTUAL"	Standard Character Mark	September 28, 2020	June 15, 2021	USA
90/647,972	"IVIRTUAL"	Standard Character Mark	April 15, 2021	Pending	USA
1942930	"HEYMOJI"	Trademark	January 28, 2019	May 25, 2023	CANADA
2,306,438	FANMORE	Trademark	January 24, 2024	Pending	CANADA

Domain Names

The Issuer's primary domain name is https://www.ivirtual.com. The Issuer also owns the domain name registrations to a number of other primary and secondary websites.

Rights to Third Party Technologies

Some of the Issuer's products incorporate technologies and intellectual property owned by third parties including Pinscreen Inc. ("**Pinscreen**") and H2O FinTech S.A.S. ("**Fanprime.io**"). The Issuer has obtained necessary rights from such third parties to develop its products and will obtain such further rights as necessary, including for additional purposes and from additional third parties.

Pinscreen has granted the Issuer a limited, non-exclusive, revocable, non-transferable and non-sublicensable license to install and use Pinscreen's 3S avatar generator software developer kit solely for the purpose of developing and testing the Issuer's software applications, specifically with respect to creating the avatar and various props within the FanMore technology stack. The SDK is a plugin that allows our web-based app to interface directly with Pinscreen's cloud solution which allows a user to upload a photo onto Pinscreen's cloud which generates a 3D avatar that can be downloaded. The license also provides that the Issuer can use, reproduce, modify, and distribute the application containing the SDK to end-users (being the Issuer's customers) for commercial purposes. While the Issuer currently relies on the Pinscreen license in order to implement Pinscreen's SDK, there are other alternate suppliers that the Issuer could use if necessary.

The Issuer currently has a developer, Unity Subscription, for the Issuer's Unity work. The downloaded avatar assets consist of 3D models/textures of the subject's face, hair models, and second components such as eyes, teeth, and tongue. The head and hair models are also integrated onto a generic male or female body model, with generic clothing (t-shirt and pants). The avatar's 3D mesh model and textures are automatically digitized by Pinscreen's AI-driven digitization solution. The digitization process takes around 30-60 seconds, excluding input output (I/O) and data transfer. The generated face models include FACS-based facial expression blendshapes, as well as a fully rigged body model for seamless animation.

Governmental/Regulatory Approval and Compliance

The Issuer is subject to and affected by the laws and regulations of Canadian and U.S. federal, province, state and local governmental authorities, along with the laws and regulations of countries in which it sells or operates in internationally. These laws and regulations are subject to change.

Properties

The Issuer does not own or lease any property.

Litigation

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

DIRECTORS, OFFICERS, MANAGERS, AND KEY PERSONS

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

Name	Positions and Offices Held at the Issuer	Principal Occupation and Employment Responsibilities for the Last Three (3) Years	Education
Sherif Khair	Chief Executive Officer, Co-Founder and Director	Chief Executive Officer, Co-Founder and Director of iVirtual Technologies Group Inc., 2018 – Present Responsible for corporate strategy, fundraising and general CEO responsibilities.	IMD, Marketing and E-Commerce, 2000; Concordia University, B.A., Economics and Marketing Research, 1991
Raj Kailasanathan	Chief Financial Officer	Chief Financial Officer of iVirtual Technologies Group Inc., 2021 – Present Responsible for financial and accounting matters. Chief Financial Officer of ClaroNav-Navident, 2019 – Present Responsible for financial and accounting matters.	Canadian Professional Accountant, 2014 Association of International Certified Professional Accountants, 2012 Association of Chartered Certified Accountants 2000 The Chartered Institute of Management Accountants, 1997
Michael Kraemer	Director	Director of iVirtual Technologies Group Inc., 2021 – Present Responsible for board oversight. Chief Advisor at Venex Capital, 2018 _ Present Advise clients on optimal capital market listings or equity market transactions.	University of Guelph, B.S., Management, 1991; George Brown College, Sports Marketing and Management, 1994

Carol Chong	Director	Director of iVirtual Technologies Group Inc., 2018 – Present Responsible for board oversight. Workshop Facilitator for Business Strategy, Brand Strategy & Innovation for Thompson + Chong, 2020 – Present Assist leadership teams to build strategies that make a difference to their organizations.	McMaster University, Bachelor of Commerce, 1988
Bob Leshchyshen	Director	Director of iVirtual Technologies Group Inc., 2021 – Present Responsible for board oversight. Director of Buduchnist Credit Union, 1993 – Present Responsible for board oversight. Director of BCU Foundation, 2010 – Present Responsible for board oversight.	University of Toronto, M.B.A., Finance and Accounting, 1975 CFA Institute, 1990
Meghan Nameth	Co-Founder and Director	Co-Founder and Director of iVirtual Technologies Group Inc., 2018 – Present Responsible for board oversight and driving product development, corporate strategy and business development. President and Chief Operating Officer for Heads Up Inspiration from Information, Inc., 2023 – Present Responsible for general President responsibilities for a market research and strategy agency serving leading global and regional brands	Western University, Geography, 1995
Anthony de Fazekas	Director	Director of iVirtual Technologies Group Inc., 2023 – Present Responsible for board oversight. Partner at Mintz, 2023 – Present Responsible for Patents, IP and Trademarks. Partner at Norton Rose Fulbright Canada	University of Ottawa, LL.L., Civil Law (Quebec), 1995 Dalhousie University, LL.B., Law, 1994

		Lawyer and patent agent in all areas of information technology law.	
Christine Jakovcic	Director	Director of iVirtual Technologies Group Inc., 2024 – Present Responsible for board oversight. Vice President, Global Snack Brands at Kellanova, 2023 – Present Responsible for leading global snack brands and reporting to the Chief Growth Officer. Vice President, Global Brands-Snacks at Kellogg Company, 2022 – Present; Vice President - Marketing, 2018 - 2022 Global oversight for Pringles, Pop-Tarts and Cheez-It, reporting to the Chief Growth Officer.	Harvard University, Executive Leadership Development, Business, 2020; The University of British Columbia, M.B.A., Marketing and Entrepreneurship, 1997; The University of British Columbia, B.S., Science, 1995; Kellogg Executive Education
Krista Webster	Director	Director of iVirtual Technologies Group Inc., 2024 – Present Responsible for board oversight. Vice Chair, Stagwell Global, 2019 – Present Assist in overseeing a cluster of agencies spanning from advertising, shopper marketing to digital and PR. President and CEO, Veritas Communications, 2012 – Present Responsible for general CEO responsibilities and strategy for an agency specializing in influencer marketing and reaching brand advocates. President and CEO, Meat & Produce, 2019 – Present Responsible for general CEO responsibilities for a performance-driven influencer co-creation and digital content hub.	Western University, Master's Degree, Journalism, 1997 Western University, Honors BA, English Literature & Women's Studies, 1996

Biographical Information

Sherif Khair: Sherif is the CEO, Co-Founder and a Director of the Issuer. He is an experienced operations executive with a proven track record in developing international organizations through all phases of growth from start-up through successful exit. Sherif's diverse leadership and extensive career spans 30+ years, covering senior-level positions in a wide variety of geographic markets. He has an economics and marketing research degree including an environmental concentration from Concordia University in Montreal, Canada, and has completed post graduate work in marketing and e-commerce at IMD in Lausanne, Switzerland.

Raj Kailasanathan: Raj is the Chief Financial Officer of the Issuer. He is a veteran finance professional with more than 24 years of progressive experience in corporate accounting, strategic planning and financial growth with an emphasis on technology and high growth companies in Asia and North America. Over the last 10 years, Raj has served in executive positions for several companies in the MedTech and FinTech sector. Recent senior level positions in advance of his role with the Issuer include CFO of ClaroNav, a medical device hardware and software company specializing in surgical navigation, Executive Vice President for ChroMedX Corp., where he played a crucial role in the management and strategy of financial operations, and CFO at innovative Toronto-based Medical Devices Product Development and Contract Manufacturing organization, Kangaroo Group, where he led the company's finance and accounting functions. Raj's insight, relationship management and negotiating skills assisted in the growth of the company, which eventually lead to its sale in April 2017. Prior to Kangaroo Group, Raj was Director of Finance and Corporate Treasurer at the TSX listed company Real Matters Inc. He is committed and passionate about maximizing long-term shareholder value, entrepreneurism, innovation, growth initiatives, and maintaining a high level of integrity and transparency.

Michael Kraemer: Michael is a Director of the Issuer. He is a business and technology executive with more than twenty-five years of building and managing companies in the global financial services sector. Michael has worked across a broad and diverse range of industries including banking, information and digital technology, sports and entertainment, agriculture, construction, and alternative energy. He began his FinTech career in data analytics, developing new business for IBM Canada and TD Canada Trust.

Carol Chong: Carol is a Director of the Issuer. She is an experienced strategist and facilitator who has worked with leaders across a broad range of industries, including CPG, Retail, Food Service, Hospitality, Financial Services and Technology.

Bob Leshchyshen: Bob is a Director of the Issuer. He has over 30 years of diversified institutional experience and has held several public and private directorships over the years. Bob has an MBA from the University of Toronto – Faculty of Management Studies and holds a CFA designation from the CFA Institute. He has extensive research and analytical experience with several prominent equity research and credit rating organizations.

Meghan Nameth: Meghan is a Co-Founder and Director of the Issuer. She has over 25 years of expertise in marketing, digital, product and analytics. In 2022, She was SVP Marketing at Loblaw Companies Ltd. (TSX: L), Canada's largest retailer, where she oversaw the marketing organizations and internal agency for the retail, consumer products and loyalty divisions. Before this, she was CMO at Hudson's Bay Company, North America's oldest retailer, leading all aspects of brand, retail, media and loyalty marketing and has held past executive positions at PwC, TD (TSX: TD), Mars Canada Inc., and Procter & Gamble (NYSE: PG) in marketing strategy, analytics, and brand management. She is passionate about driving strategic transformation and pioneering product innovations, developing stronger leadership teams, and bringing analytics and customer insight forward to drive growth

Anthony de Fazekas: Anthony is a Director of the Issuer. He is a lawyer and patent agent working in all areas of information technology law.

Christine Jakovcic: Christine is a Director of the Issuer. She is an innovative and results-driven commercial leader with over 20+ year track record of successfully delivering growth and/or turnaround on very challenging and high profile businesses via strong leadership, strategy development and P&L management.

Krista Webster: Krista is a Director of the Issuer. She brings more than 20 years of global agency public relations, social media, and influencer marketing expertise, working with blue-chip clients in the U.S., Canada, Europe and Asia. Krista is currently the President and CEO of Veritas Communications, the CEO and President of Meat & Produce and the Vice Chair of a cluster of Stagwell Global agencies spanning from advertising, shopper marketing to digital and PR.

Indemnification

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

Employees

As of January 31, 2024, the Issuer has 0 full-time employees. The Issuer also utilizes consultants and independent contractors.

CAPITALIZATION AND OWNERSHIP

Capitalization

The Issuer's authorized capital stock consists of an unlimited number of shares of Common Shares ("**Common Shares**"). Additionally, the Issuer has established a Restricted Share Unit Plan which may not exceed 20% of the then issued and outstanding Common Shares. Further, the Issuer has established a Stock Option Plan which may not exceed 10% of the then issued and outstanding Common Shares at the time of granting of an option.

As of the date of this Memorandum, 64,156,198 shares of Common Shares are issued and outstanding. Additionally, the Issuer has 12,000,000 RSUs issued and outstanding under the Restricted Share Unit Plan, which are subject to vesting requirements. Further, the Issuer has 6,890,124 options to purchase Common Shares issued and outstanding, which are subject to vesting requirements. Lastly, the Issuer has issued and outstanding 16,508,732 warrants to purchase Common Shares.

Outstanding Capital Stock

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

Type	Common Shares
Amount Outstanding	64,156,198
Voting Rights	1 vote per share
Anti-Dilution Rights	None
How this security may limit, dilute or qualify the Security issued pursuant to this Offering	The Issuer may issue additional shares of Common Shares at a later date. The issuance of such additional shares of Common Shares would be dilutive, and could adversely affect the value of the Securities issued pursuant to this Offering.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	60.24%

Outstanding Options, Safes, Convertible Notes, Warrants

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

Type	Options to Purchase Common Shares under Option Plan
Shares Issuable Upon Exercise	6,890,124*
Voting Rights	The holders of Options to purchase Common Shares are not entitled to vote.
Anti-Dilution Rights	None
Material Terms	Each Option, upon exercise, grants the holder of such Option, the right to purchase shares of Common Shares at a pre-determined price.
How this security may limit, dilute or qualify the Security issued pursuant to this Offering	The Issuer may issue additional Options to purchase Common Shares at a later date. The issuance of such additional Options to purchase Common Shares would be dilutive, and could adversely affect the value of the Securities issued pursuant to this Offering.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	6.47%

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

Type	RSUs under Restricted Share Unit Plan
Shares Issuable Upon Exercise	12,000,000*
Voting Rights	The holders of RSUs are not entitled to vote.
Anti-Dilution Rights	None
Material Terms	Each RSU grants the holder of such RSU, the right to receive one share of Common Shares of the Issuer.
How this security may limit, dilute or qualify the Security issued pursuant to this Offering	The Issuer may issue additional RSUs at a later date. The issuance of such additional RSUs would be dilutive, and could adversely affect the value of the Securities issued pursuant to this Offering.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	11.27%

*These awards remain subject to vesting requirements.

Type	Warrant to Purchase Common Shares
Shares Issuable Upon Exercise	16,508,732
Voting Rights	The holders of Warrants to purchase Common Shares are not entitled to vote.
Anti-Dilution Rights	None
Material Terms	Each Warrant, upon exercise, grants the holder of such Warrant, the right to purchase shares of Common Shares at a pre-determined price.
How this security may limit, dilute or qualify the Security issued pursuant to this Offering	The Issuer may issue additional Warrants to purchase Common Shares at a later date. The availability of any shares of Common Shares issued pursuant to the exercise of such additional Warrants to purchase Common Shares would be dilutive, and could adversely affect the value of the Securities issued pursuant to this Offering.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	15.50%

Type of security	Convertible Debenture
Amount Outstanding	CDN $250,000
Voting Rights	None
Anti-Dilution Rights	Yes
Material Terms	(i) Conversion at CDN$.20 per Common Share; (ii) Maturity Date of June 30, 2024; (iii) Holder may convert at any time; and (iv) Repayment at Maturity Date in either cash or through Common Shares at conversion price.
Interest Rate	8%
How this security may limit, dilute or qualify the Security issued pursuant to this Offering	The Issuer may issue additional Convertible Debentures at a later date. The issuance of such additional Convertible Debentures would be dilutive, and could adversely affect the value of the Securities issued pursuant to this Offering.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	1.17%

Type of security	Convertible Promissory Notes
Amount Outstanding	CDN $285,035
Voting Rights	None
Anti-Dilution Rights	Yes
Material Terms	(i) In case of default, the lender may convert the promissory note into Common Shares of the Issuer at a conversion price of $0.05. (ii) The promissory note may be extended upon mutual consent of the parties
Interest Rate	6.5%
How this security may limit, dilute or qualify the Security issued pursuant to this Offering	The Issuer may issue additional Convertible Promissory Notes at a later date. The issuance of such additional Convertible Promissory Notes would be dilutive, and could adversely affect the value of the Securities issued pursuant to this Offering.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	5.35%

Previous Offerings of Securities

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

Security Type	Principal Amount of Securities Sold	Amount of Securities Issued/Holders	Use of Proceeds	Issue Date	Exemption from Registration Used or Public Offering
Common Shares	CDN$3,919,643	35,552,607	Research & Development and General Working Capital	Various dates from April 13, 2021 through September 30, 2023	Private Issuer Exemption under Section 2.4 of Canadian National Instrument 45-106
Warrants	$0	16,508,732	Research & Development and General Working Capital	Various dates from December 21, 2021 through March 31, 2022	Private Issuer Exemption under Section 2.4 of Canadian National Instrument 45-106
Convertible Debenture	CDN$250,000	2	Research & Development and General Working Capital	September 30, 2021	Private Issuer Exemption under Section 2.4 of Canadian National Instrument 45-106

Convertible Promissory Notes	CDN$285,035	2	Research & Development and General Working Capital	July 25, 2022	Private Issuer Exemption under Section 2.4 of Canadian National Instrument 45-106
Option to Purchase Common Shares	$0	6,890,124	N/A	September 30, 2021; March 8, 2022; May 26, 2022	Private Issuer Exemption under Section 2.4 of Canadian National Instrument 45-106
RSUs	$0	12,000,000	N/A	October 1, 2023	Private Issuer Exemption under Section 2.4 of Canadian National Instrument 45-106

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

Ownership

The table below lists the beneficial owners of twenty percent (20%) or more of the Issuer's outstanding voting equity securities, calculated on the basis of voting power, are listed along with the amount they own.

Name	Amount and Type or Class Held	Percentage Ownership (in terms of voting power)
NONE		

DEBT

The Issuer has the following material debt outstanding:

Type	TD Canada Trust CEBA Term Loan
Amount Outstanding	CDN$60,000
Interest Rate and Amortization Schedule	Interest rate of 5% Monthly payments of interest
Description of Collateral	Secured
Maturity Date	December 31, 2025

THE OFFERING AND THE SECURITIES

The Offering

The Issuer is offering up to a maximum amount of $2,000,000 (the "***Maximum Offering Amount***") of SAFE (Simple Agreement for Future Equity) (the "***SAFES***", or "***Securities***") on a best-efforts basis as described in this Memorandum (this **"Offering**"). The Offering will end on April 30, 2024 (the "***Offering Deadline***") *provided* the Issuer may extend the Offering Deadline one or more times at its sole discretion.

There is no minimum aggregate sale of Securities required for the Issuer to begin accepting and closing sales of Securities. Purchase proceeds will be available for use by the Issuer as soon as the Issuer receives the funds and accepts such purchases.

The price of the Securities was determined arbitrarily, does not necessarily bear any relationship to the Issuer's asset value, net worth, revenues, or other established criteria of value, and should not be considered indicative of the actual value of the Securities. The minimum amount that an Investor may invest in the Offering is $500 (the "***Minimum Investor Amount***"**)** and the maximum amount that an Investor may invest in the Offering is $250,000 each of which is subject to adjustment in the Issuer's sole discretion.

The Securities

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

Not Currently Equity Interests

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

Dividends and/or Distributions

The Securities do not entitle Investors to any dividends.

Nominee

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

Conversion

Upon the next sale (or series of related sales) by the Issuer of its Capital Stock to one or more third parties resulting in gross proceeds to the Issuer of not less than $2,000,000 cash and cash equivalent (each an "**Equity Financing**"), the Securities are convertible into shares of the securities issued in said Equity Financing, at the option of the Issuer.

Conversion Upon the First Equity Financing

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

(a) if the pre-money valuation of the Issuer immediately prior to the First Equity Financing is greater than the Valuation Cap the quotient of $18,000,000 divided by the aggregate number of issued and outstanding shares of Capital Stock, assuming full conversion or exercise of all convertible and exercisable securities then outstanding, including shares of convertible Preference Shares and all outstanding vested or unvested options or warrants to purchase Capital Stock, but excluding (i) shares of Capital Stock reserved for future issuance under any equity incentive or similar plan, (ii) convertible promissory notes, (iii) any Simple Agreements for Future Equity, including the Securities (collectively, "***Safes***"), and (iv) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or Safes;

OR

(b) the price per share of the securities sold in such Equity Financing multiplied by 80%.

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

Conversion After the First Equity Financing

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

Conversion Upon a Liquidity Event Prior to an Equity Financing

In the case of the Issuer undergoing an IPO (as defined below) of its Capital Stock or a Change of Control (as defined below) of the Issuer (either of these events, a "***Liquidity Event***") prior to any Equity Financing, the Investor will receive, at the option of the Investor and within thirty (30) days of receiving notice (whether actual or constructive), either (i) a cash payment equal to the Purchase Amount subject to the following paragraph (the "***Cash Out Option***") or (ii) a number of shares of Common Shares of the Issuer equal to the Purchase Amount divided by the quotient of (a) $18,000,000 divided by (b) the number, as of immediately prior to the Liquidity Event, of shares of the Issuer's Capital Stock outstanding (on an as-converted basis), assuming the exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (w) shares of Capital Stock reserved for future issuance under any equity incentive or similar plan; (x) any Safes; (y) convertible promissory notes; and (z) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or Safes.

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

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

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

Conversion Upon a Liquidity Event Following an Equity Financing

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

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

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

Dissolution

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

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

Termination

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

Voting and Control

Neither the Securities nor the securities issuable upon the conversion of the Securities have voting rights. In addition, to facilitate the Offering to SAFE Investors being able to act together and cast a vote as a group, to the extent any securities acquired upon conversion of the Securities confer the holder with voting rights (whether provided by the Issuer's governing documents or by law), the Nominee (as defined above) will act on behalf of the holders as agent and proxy in all respects. The Nominee will vote at the direction of the Chief Executive Officer of the Issuer (the "Nominee Designee").

Anti-Dilution Rights

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

Restrictions on Transfer

Due to the fact that the SAFEs have not been registered under the Securities Act or other applicable securities laws and are being sold in reliance upon an exemption from registration afforded under the Securities Act, there are restrictions on their transferability or resale by an Investor. Any transfer, sale, or other disposition of the SAFEs requires the prior written consent of the Issuer and any transfer must comply with the Securities Act, including any available exemptions from registration under the Securities Act. While Rule 144 under the Securities Act provides an exemption from registration under the Securities Act in connection with the resale of limited amounts of the SAFEs in certain circumstances, the exemption under Rule 144 may not be available to Investors because the Issuer does not now, and

does not intend in the future, to make available the public information required by Rule 144. Additionally, a trading market for the SAFEs may not develop sufficiently to satisfy the "broker's transactions" requirement of Rule 144. In the absence of the availability of Rule 144, any disposition of the SAFEs will require registration or compliance with an exemption from the Securities Act and applicable state securities laws. The Issuer is not obligated to register for sale under either federal or state securities laws the SAFEs purchased pursuant hereto, and the issuance of the SAFEs is being undertaken pursuant to Rule 506 of Regulation D under the Securities Act. Each prospective Investor should proceed on the assumption that they alone must bear the economic risks of the investment for an indefinite period.

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

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

Other Material Terms

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

TRANSACTIONS WITH RELATED PERSONS

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

The Issuer has conducted the following transactions with related persons:

(a) In September 2021, the Issuer entered into Convertible Debentures with its Co-Founder and CEO, Sherif Khair, and another shareholder totaling CDN$250,000 (consisting of CDN$225,000 from Sherif Khair and CDN$25,000 from the shareholder). See the section titled '*Capitalization and Ownership*' for more information.

(b) In July 2022, the Issuer entered into Convertible Promissory Notes with its Co-Founder and Director, Meghan Nameth, and another shareholder, in the aggregate amount of CDN$285,035 (consisting of CDN$265,749 from Meghan Nameth and CDN$19,285 from the shareholder). See the section titled '*Capitalization and Ownership*' for more information.

FINANCIAL DATA

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

The following summary financial data is unaudited and is provided for the Issuer's fiscal years ended December 31, 2023 and December 31, 2022, respectively (represented in US Dollars).

	As of December 31, 2023	As of December 31, 2022
ASSETS		
Current		
Cash	$ 90,382	$ 19,341
Promissory note receivable	831,074	831,074
Prepaid Expenses	10,591	10,591
Sales tax recoverable	16,376	22,075
	$ 948,423	$ 883,081
Investment Shares in BT3	99,000	99,000
Total Assets	**$ 1,048,323**	**$ 982,981**
LIABILITIES		
Current Liabilities		
Trade and other payables	$ 442,590	$ 458,612
Non-Current Liabilities		
Shareholder loans	$ 385,806	$ 370,126
Convertible debentures	148,855	148,855
CEBA loan	34,865	34,865
	$ 1,012,117	**$ 1,012,117**
SHAREHOLDERS' EQUITY		
Share capital	$ 4,545,447	$ 4,424,827
Equity portion of convertible debenture	36,145	36,145
Share-based compensation reserve	17,701	17,701
Warrants reserve	345,565	345,565
Deficit	(4,908,652)	(4,853,716)
	$ 36,206	$ (29,478)
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	**$ 1,048,323**	**$ 982,981**

FINANCIAL DATA

	Twelve Months Ended December 31, 2023	Twelve Months Ended December 31, 2022
Other Income		
Government Grant	$ -	$ 32,367
	-	32,367
Expenses		
Contracted services	$ 13,694	$ 1,381,381
Salaries and employee benefits	1,932	299,513
Professional fees	9,453	182,345
Office expenses	8,675	21,909
Occupancy	2,035	29,974
Foreign exchange loss	0	1,497
Advertising & marketing	712	37,517
Subscriptions and licenses	361	25,082
Interest on debentures	12,905	14,800
Interest on bank charges	2,548	7,004
Travel	2,621	38,611
Total Operating Expenses	$ 54,936	$ 2,039,632
Other Income		
Income from sale of software	$ 0	930,974
Income (loss) before tax	**$ (54,936)**	**$ (1,076,290)**
Net income (loss)	**$ (54,936)**	**$ (1,076,290)**

USE OF PROCEEDS

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

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

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

Use of Proceeds	% of Proceeds if Maximum Offering Amount Raised	Amount if Maximum Offering Amount Raised
ODB Cash Commission*	5.375%	$107,500
Technology & Product Development (1)	53.625%	$1,072,500
Sales and Marketing (2)	13%	$260,000
Operations (3)	28%	$560,000
Total	**100%**	**$2,000,000**

* Represents a blended rate. The Issuer has agreed to pay a fee to ODB equal to (i) six percent (6%) of the dollar value of the Securities issued to Investors pursuant to the Offering up to but not in excess of $500,000; (ii) five and one-half percent (5.5%) of the dollar value of the Securities issued to Investors pursuant to the Offering greater than $500,000 but not in excess of $1,000,000; and (iii) five percent (5%) of the dollar value of the Securities issued to Investors pursuant to the Offering greater than $1,000,000, at the time of closing. The table above is based on this calculation. The ODB Cash Commission does not take into account other offering fees and expenses to be paid to ODB, including non-accountable expenses which shall be limited to one-half percent (0.5%) of the Offering's proceeds, as well as applicable ancillary, financial consulting, and advisory fees, which shall not exceed $30,000.

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

(1) We will continue to invest in technology and product development. These funds will be used for development, maintenance and licensing and hosting expenses.

(2) Our sales and marketing efforts are handled by a small team. We will use the proceeds to hire additional sales members and for targeted marketing efforts.

(3) These proceeds will be used to build out our operations and infrastructure. We expect to hire additional employees to assist with administrative and operational functions.

ANTI-MONEY LAUNDERING

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

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

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

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

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

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

d) If the Purchaser is affiliated with a non-U.S. banking institution (a "***Foreign Bank***"), or if the Purchaser receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Purchaser represents and warrants to the Issuer that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

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

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

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

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

PLAN OF DISTRIBUTION

"Best efforts" offering

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

Sale and placement of the SAFEs

The Issuer has engaged OpenDeal Broker LLC dba the Capital R ("***ODB***") to provide a landing page for the Issuer's Offering and perform related services, including broker-dealer services. The Offering will be conducted via https://republic.com (the "***Platform***") which is operated for the benefit of ODB. The Issuer has agreed to pay a fee to ODB equal to (i) six percent (6%) of the dollar value of the Securities issued to Investors pursuant to the Offering up to but not in excess of $500,000; (ii) five and one-half percent (5.5%) of the dollar value of the Securities issued to Investors pursuant to the Offering greater than $500,000 but not in excess of $1,000,000; and (iii) five percent (5%) of the dollar value of the Securities issued to Investors pursuant to the Offering greater than $1,000,000, at the time of closing. Additionally, ODB shall receive a securities commission equivalent to two percent (2.0%) of the dollar value of the Securities issued to Investors in this Offering.

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

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

Additionally, ODB shall, in its sole discretion, charge a 2.0% cash fee on gross subscriptions made by each Investor who subscribes to the Offering through the Platform, with a minimum fee of $5.00 and a maximum of $300 per subscription.

Purchaser Qualifications

Only persons of adequate financial means who have no need for present liquidity with respect to this investment should consider purchasing the Securities offered hereby because: (i) an investment in the Securities involves a number of significant risks (see '*Risk Factors*'); and (ii) the Securities are not transferable. This Offering is being made as a private offering that is exempt from registration under the Securities Act and applicable state securities laws.

This Offering is limited solely to Purchasers who are "accredited investors" as defined in Regulation D. Please see '*Suitability of Investment*' for more information regarding Purchaser eligibility and qualifications.

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

Sale Procedures

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

Investors will not be provided wire instructions until completion of ODB's know your customer (KYC), anti- money

laundering (AML), and Reg BI policies, as well as verification of accredited investor status, after which Investors may send full payment of any consideration to the Issuer.

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

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

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

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

SUITABILITY OF INVESTMENT

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

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

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

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

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

- Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer.

- Any individual whose net worth, or joint net worth with that person's spouse or spousal equivalent, at the time of purchase exceeds $1 million. In calculating a person's net worth (the amount of assets in excess of liabilities):

    - the value of the person's primary residence is not included as an asset;

    - the amount of debt secured by the primary residence, up to its estimated fair market value, is not included as a liability, unless the person incurred debt within 60 days before buying securities in the unregistered offering for the purpose of buying those securities and not for buying the residence. In that situation, the amount of debt borrowed during that 60-day period must be included as a liability;

    - any debt secured by the primary residence in excess of the estimated fair market value of the home is included as a liability; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The term "net worth" means the excess of total assets over total liabilities, exclusive of the value of your primary residence net of any mortgage debt and other liens. In determining income, you should add to your adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depreciation, contributions to an IRA or Keogh retirement plan, alimony payments and any amount by which income from long-term capital gains had been reduced in arriving at adjusted gross income.

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

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

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

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

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

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

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

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

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

EXHIBIT A

Financial Statements

iVirtual Technologies Group Inc.

(Unaudited Management Prepared)

Consolidated Statements of Comprehensive Financial Position
(Expressed in US Dollars)

	December 31, 2023	December 31, 2022
	$ USD	$ USD
ASSETS		
Current		
Cash	**$90,382**	**$19,341**
Promissory note receivable	**$831,074**	**$831,074**
Prepaid expenses	**$10,591**	**$10,591**
Sales tax recoverable	**$16,376**	**$22,075**
	$948,423	**$883,081**
Investments		
Shares in BT3	**$99,900**	**$99,900**
	$1,048,323	**$982,981**
LIABILITIES		
Current		
Trade and other payables	**$442,590**	**$458,612**
	$442,590	**$458,612**
Non-current		
Shareholder loans	**$385,806**	**$370,126**
Convertible debentures	**$148,855**	**$148,855**
CEBA loan	**$34,865**	**$34,865**
	$1,012,117	**$1,012,460**
SHAREHOLDERS' EQUITY (DEFICIENCY)		
Share capital	**$4,545,447**	**$4,424,827**
Equity portion of convertible debenture	**$36,145**	**$36,145**
Share-based compensation reserve	**$17,701**	**$17,701**
Warrants Reserve	**$345,565**	**$345,565**
Deficit	**$ (4,908,652)**	**$ (4,853,716)**
	$36,206	**(29,478)**
TOTAL LIABILITIES AND SHAREHOLDERS'	**$1,048,323**	**$982,981**

iVirtual Technologies Group Inc.

(Unaudited Management Prepared)
Consolidated Statements of Comprehensive Income (loss)
(Expressed in US Dollars)

	December 31, 2023	December 31, 2022
	$ USD	$ USD
Other income		
Government grant	-	$32,367
	-	$32,367
Expenses		
Contracted services	$13,694	$1,381,381
Salaries and employee benefits	$1,932	$299,513
Professional fees	$9,453	$182,345
Office expenses	$8,675	$21,909
Occupancy	$2,035	$29,974
Foreign exchange loss	-	$1,497
Advertising & marketing	$712	$37,517
Subscriptions and licenses	$361	$25,082
Interest on debentures	$12,905	$14,800
Interest and bank charges	$2,548	$7,004
Travel	$2,621	$38,611
	$54,936	$2,039,632
Other income		
Income from sale of software	-	$930,974
Income (loss) before tax	(54,936)	(1,076,290)
Net and comprehensive income (loss)	(54,936)	(1,076,290)

EXHIBIT B

Form of SAFE

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

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

IVIRTUAL TECHNOLOGIES GROUP INC.

SAFE
(Simple Agreement for Future Equity)

Series 2024

THIS CERTIFIES THAT in exchange for the payment by [Investor Name] (the "**Investor**", and together with all other Series 2024 SAFE holders, "**Investors**") of $[_____] (the "**Purchase Amount**") on or about [Date of SAFE], iVirtual Technologies Group Inc., a corporation organized under the laws of the Province of British Columbia (the "**Issuer**"), hereby issues to the Investor the right to certain shares of the Issuer's Capital Stock (defined below), subject to the terms set forth below.

The "**Discount**" is 20%.

The "**Valuation Cap**" is $18,000,000.

See Section 2 for certain additional defined terms.

1. ***Events***

(a) **Equity Financing**.

(i) If an Equity Financing occurs before this instrument terminates in accordance with

Sections 1(b)-(d) ("**First Equity Financing**"), the Issuer shall promptly notify the Investor of the closing of the First Equity Financing and of the Issuer's discretionary decision to either (1) continue the term of this SAFE without converting the Purchase Amount to Capital Stock; or (2) issue to the Investor a number of shares of the Capital Stock (whether Preference Shares or another class issued by the Issuer) sold in the First Equity Financing. The number of shares of Capital Stock to be issued shall equal the quotient obtained by dividing (x) the Purchase Amount by (y) the applicable Conversion Price (such applicable Conversion Price, the "**First Equity Financing Price**").

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

(b) **Liquidity Event**.

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

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

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

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

(c) **Dissolution Event**. If there is a Dissolution Event (defined below) before this instrument terminates in accordance with Section 1(a) or Section 1(b), subject to the preferences applicable

to any series of Preference Shares, the Issuer will distribute its entire assets legally available for distribution with equal priority among the (i) Investors (on an as converted basis based on a valuation of Common Shares as determined in good faith by the Issuer's board of directors at the time of the Dissolution Event), (ii) all other holders of instruments sharing in the assets of the Issuer at the same priority as holders of Common Shares upon a Dissolution Event and (iii) and all holders of Common Shares.

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

2. ***Definitions***

"**Capital Stock**" means the capital stock of the Issuer, including, without limitation, Common Shares and Preference Shares.

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

"**Common Shares**" means common shares of the Issuer.

"**Conversion Price**" means either: (i) the SAFE Price or (ii) the Discount Price, whichever calculation results in a greater number of shares of Capital Stock.

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

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

"**Equity Financing**" shall mean the next sale (or series of related sales) by the Issuer of its Capital Stock to one or more third parties following the date of this instrument from which the Issuer receives gross proceeds of not less than $2,000,000 cash or cash equivalent (excluding the conversion of any instruments convertible into or exercisable or exchangeable for Capital Stock, such as SAFEs or convertible promissory notes) with the principal purpose of raising capital.

"**Equity Securities**" shall mean Common Shares or Preference Shares or any securities convertible into, exchangeable for or conferring the right to purchase (with or without additional consideration)

Common Shares or Preference Shares, except in each case, (i) any security granted, issued and/or sold by the Issuer to any director, officer, employee, advisor or consultant of the Issuer in such capacity for the primary purpose of soliciting or retaining his, her or its services, (ii) any convertible promissory notes issued by the Issuer, and (iii) any SAFEs issued.

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

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

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

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

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

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

"**Lock-up Period**" means the period commencing on the date of the final prospectus relating to the Issuer's IPO, and ending on the date specified by the Issuer and the managing underwriter(s). Such period shall not exceed one hundred eighty (180) days, or such other period as may be requested by the Issuer or

an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports, and (ii) analyst recommendations and opinions.

"**Preference Shares**" means the Preference shares of the Issuer.

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

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

3. ***Issuer Representations***

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

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

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

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

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

4. ***Investor Representations***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. ***Transfer Restrictions***.

(a) The Investor hereby agrees that during the Lock-up Period it will not, without the prior written consent of the managing underwriter: (A) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Shares or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Shares (whether such shares or any such securities are then owned by the Investor or are thereafter acquired); or

(B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities; whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Common Shares or other securities, in cash, or otherwise.

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

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

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

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

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

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

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

(f) If the Investor intends to transfer the SAFE **("Transfer"**) in accordance with this Section 5, the investor accepting transfer **("Transferee")** must pass and continue to comply with the Nominee's

(as defined in **Exhibit A**) (and any applicable affiliate's) know your customer ("**KYC**") and anti-money laundering ("**AML**") policies and execute Exhibit A contemporaneously and in connection with the Transfer. The Investor understands that the Transferee's failure to pass the requisite KYC and AML procedures or to execute Exhibit A contemporaneously with the Transfer will render the Transfer void, null, unenforceable, and the Transferee will be unable to redeem their security.

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

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

6. ***Miscellaneous***

(a) The Investor agrees to execute the Nominee Rider and Waiver, attached hereto as Exhibit A contemporaneously and in connection with the purchase of this SAFE. The Investor agrees and understands that the Investor's failure to execute Exhibit A contemporaneously with this SAFE will render the SAFE void, null and unenforceable.

(b) This SAFE contemplates the potential tokenization of this instrument and any equity securities that may be issued upon conversion of this SAFE. The Issuer may, in its sole discretion, tokenize this SAFE and the underlying equity securities as separate blockchain tokens ("**Tokens**") on a blockchain network. The Investor acknowledges and consents to the potential tokenization of this SAFE and the underlying equity securities, and agrees to abide by any terms and conditions related to the Tokens as set forth by the Issuer.

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

(d) Any provision of this instrument may be amended, waived or modified only upon the written consent of either (i) the Issuer and the Investor, or (ii) the Issuer and the majority of the Investors (calculated based on the Purchase Amount of each Investors SAFE). Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

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

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

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

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

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

(j) Any dispute, controversy or claim arising out of, relating to or in connection with this instrument, including the breach or validity thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association (the "**AAA**") under its Commercial Arbitration Rules and Mediation Procedures ("**Commercial Rules**"). The award rendered by the arbitrator shall be final, non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or, in default thereof, appointed by the AAA in accordance with its Commercial Rules. The place of arbitration shall be New York, New York. Except as may be required by

law or to protect a legal right, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of the other parties.

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

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

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

IVIRTUAL TECHNOLOGIES GROUP INC.

By:
Name: Sherif Khair
Title: Chief Executive Officer
Address: 2704-401 Bay Street, Toronto, Ontario, M5H 2Y4
Email: investors@ivirtual.com

INVESTOR:
By:
Name:

EXHIBIT A

Nominee Rider and Waiver

Republic Investment Services LLC (f/k/a NextSeed Services, LLC) (the "**Nominee**") is hereby designated and appointed to act for and on behalf of the Investor as Investor's nominee, agent and proxy in all respects under the SAFE Series 2024 issued by iVirtual Technologies Group Inc. (the "**SAFE**") and any securities which may be issuable to Investor upon conversion of the SAFE (the "**Conversion Securities**" and together with the SAFE, the "**Securities**"). Nominee is expressly authorized to perform such acts, and execute such documents, agreements and instruments, for and on behalf of Investor and in the Investor's name, reasonably deemed necessary in Nominee's sole discretion without Investor's consent to any of the following:

(1) cause, at any time hereinafter, the title to any Security to be held of record by (such holder, the "**Custodian**") a corporation, partnership, a trust (whether or not the trustees are named) or other organization or by one or more qualified persons as trustees, custodians or any other fiduciary capacity with respect to a single trust, estate or account, in each case, of the Nominee's sole discretion ("**Custodial Conversion**") for the benefit of the Investor;

(2) in connection with any conversion of the SAFE into Conversion Securities of the Issuer, execute and deliver to the Issuer all transaction documents related to such transaction or other corporate event causing the conversion of the SAFE into Conversion Securities in accordance therewith; *provided,* that such transaction documents are the same documents to be entered into by all holders of other SAFEs of the same class issued by the Issuer that will convert in connection with the Equity Financing, Liquidity Event, Dissolution Event or other corporate event ("**Transactional Conversion**");

(3) receive all notices and communications on behalf of the Investor from the Issuer concerning any Securities;

(4) vote at any meeting or take action by written consent in lieu of a meeting, or otherwise consent, confirm, approve or waive any rights, as a holder of any Securities, in each case, in all respects thereto (without prior or subsequent notice to the Investor) consistently at the direction of the Chief Executive Officer of iVirtual Technologies Group Inc. (the "**Nominee Designee**"); *provided*, the Nominee shall have no obligation to vote or take any other action consistent with the Nominee Designee as to the engagement or termination of the Custodian;

(5) in connection with any Custodial Conversion and/or Transactional Conversion, open an account in the name of the Investor with a Custodian and allow the Custodian to take custody of the Conversion Securities in exchange for a corresponding beneficial interest held by the Investor; *provided* Nominee will take reasonable steps to send notice thereof to the Investor, including by email, using the last known contact information of such Investor;

(6) appoint any person, firm, or corporation to act as its agent or representative for the purpose of performing any function that Nominee is or may be authorized hereunder to perform; and

(7) take any such other and further actions incidental to any of the above.

(the foregoing, collectively, the "**Nominee Services**"). Capitalized but undefined terms used in this Nominee Rider and Waiver shall have the meaning ascribed to them in the Security unless otherwise defined.

The Nominee shall not sell, transfer or assign the beneficial interest in any Security to any third-party without the Investor's written consent. Investor covenants and agrees to take all necessary actions and perform such functions as necessary to ensure Nominee receives prompt and timely responses to enable Nominee to perform Nominee Services.

Neither Nominee nor any of its affiliates nor any of their respective officers, partners, equity holders, members, managers, officers, directors, employees, agents or representatives shall be liable to Investor for any action taken or omitted to be taken by it hereunder, or in connection herewith or therewith, except for damages caused by its or their own recklessness or willful misconduct.

Notwithstanding anything to the contrary, the Nominee may render Nominee Services at its sole option and until the termination hereof, which shall occur upon the earliest of: (1) the SAFE or any Conversion Security is (i) terminated or (ii) registered under the Exchange Act; (2) a Custodial Conversion; (3) the Nominee, the Investor and the Issuer mutually agree to terminate the Nominee Services, and (4) the Nominee provides notice of termination at least 7 days in advance to the Investor and the Issuer. Upon any such termination, the Nominee shall have no further obligations hereunder.

This Nominee Rider and Waiver shall be binding upon the Nominee and the Investor and inure to the benefit of and bind their respective assigns, successors, heirs, executors, beneficiaries, and administrators.

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

[REMAINDER LEFT INTENTIONALLY BLANK]

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

INVESTOR:

By:

Name:

Date:

NOMINEE:

Republic Investment Services LLC

By:

Name: Antonio Namwong, President

Date:

ISSUER:

IVIRTUAL TECHNOLOGIES GROUP INC.

By:

Name: Sherif Khair, CEO

Date:

EXHIBIT C

Video Transcripts

Exhibit C- Video Transcripts (3 videos)

Video #1- Introduction

VO 1: The world is full of sports fans. In North America, the big 5 leagues alone attract over 1.5-billion sports fans. But over 90% of those fans are currently going unseen and unrecognized.

VO 1: iVirtual created FanMore, the loyalty platform for teams who love their fans and fans who love their teams, to democratize fan access to teams.

VO 2: FanMore is a groundbreaking, entirely personalizable fan rewards platform.

VO 2: Featuring our proprietary avatar technology.

VO 2: Teams don't know their fans. But they want to.

VO 1: FanMore gives teams and fans a space to connect directly, while providing teams and sponsors info that helps them get to know fans better. And it does it all on the team's own app and website—seamlessly integrating with existing infrastructure that fans already use.

VO 2: The loyalty management industry is worth over $10-billion in North America alone.

VO 2: The FanMore platform gives teams and sponsors a chance to engage with those 1.5-billion fans. To celebrate them, get to know them.

VO 1: And they're worth getting to know — loyal fans spend up to 3x as much as non-loyal fans.

VO 1: And direct access to fans could help unlock $120-million ARR potential with 50% penetration of the big 5.

VO 2: FanMore works by rewarding:

Fans, with recognition and access to teams.

Teams, with access to a bigger, reachable fan base and insights.

And Sponsors, with fan data to help shift behaviour, improve reach and strengthen ROI.

VO 1: FanMore is already backed by Stagwell, a trusted tech partner for sports franchises like the Minnesota Twins, Kansas City Royals and LA Rams.

VO 2: And FanMore has already garnered interest from the most tech-savvy team in the NHL, the Seattle Kraken, who have signed on to be FanMore's pilot partner.

VO 1: FanMore was founded by two industry leaders.

VO 2: Sherif Khair, CEO and Founder, has a proven track record of building successful companies as a founder, entrepreneur and leader.

VO 2: Meghan Nameth, Strategy/Founder, is a seasoned executive with 26 years of experience leading marketing, analytics, loyalty and sports sponsorships.

VO 1: Investors can feel confident in FanMore. The technology already exists, with a pilot launch planned for March 2024.

VO 2: Invest in the opportunity to engage and capture the uncounted 90% of fans who cheer on their teams without being seen. Invest today.

Video #2- Partner Interview

Our partner testimonial video will help potential investors see the interest that already exists among major league marketers. We go back and forth between the Kraken partner and the iVirtual team.

Open with logo/branding
iVirtual VO: FanMore by iVirtual is a loyalty platform for teams who love their fans and fans who love their teams.

Intro to Kraken's marketing lead.
iVirtual VO: One team who knows the importance of recognizing their fans is NHL team the Seattle Kraken. When we created FanMore, we did it for teams like the Kraken, who really embrace innovation and new ways of thinking. We really admire their tech-savvy as a team. They're open to engaging with fans in new ways. And we're thrilled to have them as our pilot partner. [Example quote]

Kraken VO: Hi, I'm name, role with the Seattle Kraken NHL team. [Partner introduces themselves]

Short recap of FanMore
Kraken VO: When I first heard about FanMore, I thought it was brilliant. If you're only connecting with the fans who show up to games, you're excluding the majority of your fans. Adding the FanMore platform to our existing site and app gives us a much more modern and accessible touchpoint with fans. And they're already engaging in these spaces so we're not asking them to do anything they're not already doing. FanMore gives us a space to reward their loyalty. And it connects us and, in turn, our sponsors, with insights that help us generate new revenue streams. [Partner gives a little recap of what FanMore is from their POV]

Why it's important (to fans/teams/sponsors) to make a connection with fans
iVirtual VO: The Kraken really understood the opportunity of integrating a platform targeting the unseen fans and the potential—for connection, for driving revenue and improving sponsor relationships—that comes from looking beyond bums in seats. Most fans won't make it to every game and some won't ever make it to a game, but true fans are watching every game. Posting about the team. And there's such a reward in rewarding this behaviour. Innovative teams like the Kraken recognize the value of establishing a relationship with all fans, everywhere. We know loyal fans spend more. And engaging with fans through FanMore generates a tonne of fan insights and data for the Kraken and their sponsors to use to improve ROI and generate new revenue streams. [iVirtual quote goes here]

FanMore as a partner (can speak to tech and backend management.
Kraken VO: We felt confident in agreeing to be FanMore's pilot partner because of the team behind the product. Sherif and Meghan have decades of success in the right fields, gaming, virtualization, marketing, and the experience of founding, building and selling companies, to launch a product like this. We know they can handle the tech and the backend management so that we can focus on the rewards and leveraging the data. [Partner quote goes here]

The potential they see in FanMore/the partnership/early adoption opportunities.
Kraken VO: Innovation has always guided our approach, from our arena to our partnerships. We wanted to be an early adopter of FanMore's platform because we know this is something our fans will want and engage with. We have # fans, but we're currently only connecting with #. FanMore allows us to reach all of them and to reward fandom. And we see the value — for us and our sponsors — of better understanding them — we predict that this could generate $XX in new revenue. [Partner quote on potential]

CTA
iVirtual VO: Join the big leaguers, like our pilot partner, the Seattle Kraken. Invest today.

Video#3- Investor Interviews

Short recap of FanMore
VO (Meghan): Fandom is so much more than pay to play. But you wouldn't know it based on current behaviours.

VO (Sherif): Right now, teams are only connecting with 10% of fans who make it out to games

VO (Meghan): And with over 1.5-billion sports fans, teams are missing out on the majority of their audience.

VO (Sherif): But smart teams recognize the importance of connecting with more fans. Connecting with all fans. Wherever they are. Which is why teams and investors are backing FanMore by iVirtual, a loyalty platform for teams who love their fans and fans who love their teams.

VO (Meghan): FanMore a groundbreaking and entirely personalizable fan rewards platform. It connects teams with fan insights and fans with great access to the team. And it integrates seamlessly with the teams' existing websites and apps, where fans are already engaged.

VO (Meghan): Investors, like Nasdaq-listed Stagwell, and pilot partner, tech-savvy NHL team the Seattle Kraken, are already signing on to be a part of FanMore's growth and success.

VO (Sherif): The $18-million valuation and over $3-million raised to date demonstrate FanMore's potential.

VO (Meghan): FanMore creates long-term value by tapping into fan loyalty to create stronger relationships between teams and fans.

VO (Sherif): FanMore also offers more direct access to fan insights. This data is hugely valuable and allows teams and sponsors to improve ROI and create new revenue streams.

Investor 1 (Christine Jackovic) VO: The sports' landscape is significant in terms of scope, reach and diversity. Especially when you think that the love of sports, and its teams, has no borders.

Investor 2 (Cam Hughes) VO: For 30 years, I've been going to sporting events around the world, from the NBA, the NHL, the NFL, the Olympics, the US Open, minor league games.

And you know what I've learnt? Fans put so much time, energy and effort into their favourite sports' team. Let's reward them with FanMore.

Investor 3 (Gordon Sklenka) VO: We made a big bet on FanMore and its ability to engage in the sports' loyalty area.

Investor 4 (Chris Stamper) VO: When you're a corporate sponsor, you're always thinking about ROI. What will the program do for my business and how will it benefit my customer? Driving fan engagement and an affinity for your brand is critical.

Investor 1 (Christine Jackovic) VO: Today, as marketers, we're rapidly changing the way we work with digital transformation at the very centre of everything we're doing.

Investor 3 (Gordon Sklenka) VO: Great ideas need good people to execute. And Meghan and Sherif demonstrated that they could take a great idea and turn it into a great business model with recurring revenue and international growth opportunities.

Investor 5 (Charles Hu) VO: FanMore's technology is based on two key principles: It can integrate into any technology that's out there in the market, and the second key part is that it's a data-centric platform, which captures and harnesses all of the behavioural demographic data from either the offline or online fan.

Investor 3 (Gordon Sklenka) VO: To start at the top, with a tier one professional sports' team is an amazing opportunity, and one that most start-ups never achieve.

Investor 1 (Christine Jackovic) VO: It's so exciting to see the Seattle Kraken pioneer this technology with iVirtual, because I'm absolutely confident there will be many more to come.

VO (Meghan): In North America alone, the FanMore platform can help the 153 teams in the big 5 leagues gain insights on the 1.5-billion fans they attract globally.

VO (Sherif): In a loyalty management industry that's worth over $10-billion, how much untapped potential is there in creating revenue streams and customizing content based on direct access to fan data?

VO (Meghan): Join the hundreds of investors who are already backing FanMore. Invest today.
VO (Sherif): Invest today.