

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

**FORM C/A**

**UNDER THE SECURITIES ACT OF 1933**

(Mark one.)

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

***Name of Issuer:***

Audink Inc. dba "Audios"

***Legal status of Issuer:***

***Form:***

Corporation

***Jurisdiction of Incorporation/Organization:***

Delaware

***Date of Organization:***

August 8, 2016

***Physical Address of Issuer:***

925B Peachtree St NE, Ste 2017,  
Atlanta, GA 30309-3918

***Website of Issuer:***

<https://www.audios.com>

***Name of Intermediary through which the Offering will be Conducted:***

OpenDeal Portal LLC dba Republic

***CIK Number of Intermediary:***

0001751525

***SEC File Number of Intermediary:***

007-00167

***CRD Number of Intermediary:***

283874

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

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

At the conclusion of the offering, the issuer shall pay a fee of six percent (6%) of the amount raised in the offering to the intermediary.

***Any other direct or indirect interest in the issuer held by the intermediary, or any arrangement for the intermediary to acquire such an interest:***

The Intermediary will also receive compensation in the form of securities equal to two percent (2%) of the total number of the securities sold in the offering.

***Type of Security Offered:***  
Crowd SAFE (Simple Agreement for Future Equity)

***Target Number of Securities to be Offered:***  
50,000

***Price (or Method for Determining Price):***  
\$1.00

***Target Offering Amount:***  
\$50,000

***Oversubscriptions Accepted:***  
☒ Yes  
☐ No

***Oversubscriptions will be Allocated:***  
☐ Pro-rata basis  
☐ First-come, first-served basis  
☒ Other: At the Company's discretion

***Maximum offering amount (if different from Target Offering Amount):***  
\$1,070,000

***Deadline to reach the Target Offering Amount:***  
April 30, 2021

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

***Current Number of Employees:***

2

|                                    | <b>Most recent fiscal year-end<br/>(2019)</b> | <b>Prior fiscal year-end<br/>(2018)</b> |
|------------------------------------|-----------------------------------------------|-----------------------------------------|
| <b>Total Assets</b>                | \$1,557                                       | \$167,340                               |
| <b>Cash &amp; Cash Equivalents</b> | \$1,557                                       | \$167,340                               |
| <b>Accounts Receivable</b>         | \$0                                           | \$0                                     |
| <b>Short-term Debt</b>             | \$83,540                                      | \$46,870                                |
| <b>Long-term Debt</b>              | \$231,475                                     | \$177,000                               |
| <b>Revenues/Sales</b>              | \$0                                           | \$0                                     |
| <b>Cost of Goods Sold</b>          | \$0                                           | \$0                                     |
| <b>Taxes Paid</b>                  | \$0                                           | \$0                                     |
| <b>Net Income</b>                  | \$(262,389)                                   | \$(41,264)                              |

***The jurisdictions in which the issuer intends to offer the securities:***

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District Of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky,



Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

February 10, 2021

Audink Inc.



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

Audink Inc. (“**Audink Inc.**”, the “**Company**,” “**we**,” “**us**”, or “**our**”), is offering a minimum amount of \$50,000 (the “**Target Offering Amount**”) and up to a maximum amount of \$1,070,000 (the “**Maximum Offering Amount**”) of Crowd SAFE (Simple Agreement for Future Equity) (the “**Securities**”) on a best efforts basis as described in this Form C/A (this “**Offering**”). We must raise an amount equal to or greater than the Target Offering Amount by April 30, 2021 (the “**Offering Deadline**”). Unless we raise at least the Target Offering Amount by the Offering Deadline, no Securities will be sold in this Offering, all investment commitments will be cancelled, and all committed funds will be returned.

Potential purchasers of the Securities are referred to herein as “**Investors**” or “**you**”. The rights and obligations of Investors with respect to the Securities are set forth below in the section titled “*The Offering and the Securities—The Securities*”. In order to purchase the Securities, you must complete the purchase process through our intermediary, OpenDeal Portal LLC dba Republic (the “**Intermediary**”). Investors may cancel an investment commitment until up to 48 hours prior to the Offering Deadline, or such earlier time as such earlier time the Company designates pursuant to Regulation CF, using the cancellation mechanism provided by the Intermediary.

Investment commitments may be accepted or rejected by us, in our sole and absolute discretion. We have the right to cancel or rescind our offer to sell the Securities at any time and for any reason. The Intermediary has the ability to reject any investment commitment and may cancel or rescind our offer to sell the Securities at any time for any reason.

|                                               | Price to Investors | Service Fees and Commissions (1)(2) | Net Proceeds |
|-----------------------------------------------|--------------------|-------------------------------------|--------------|
| <b>Minimum Individual Purchase Amount (3)</b> | \$100              | \$6                                 | \$94         |
| <b>Target Offering Amount</b>                 | \$50,000           | \$3,000                             | \$47,000     |
| <b>Maximum Offering Amount</b>                | \$1,070,000        | \$64,200                            | \$1,005,800  |

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

- (2) In addition to the six percent (6%) fee shown here, the Intermediary will also receive a securities commission equal to two percent (2%) of the Securities sold in this Offering.
- (3) The Company reserves the right to amend the Minimum Individual Purchase Amount, in its sole discretion. In particular, the Company may elect to participate in one of the Intermediary's special investment programs and may offer alternative Minimum Individual Purchase Amounts to Investors participating in such programs without notice.

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

**In making an investment decision, investors must rely on their own examination of the Company and the terms of the Offering, including the merits and risks involved. These Securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.**

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

**These Securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these Securities are exempt from registration.**

THESE SECURITIES INVOLVE A HIGH DEGREE OF RISK THAT MAY NOT BE APPROPRIATE FOR ALL INVESTORS. THERE ARE ALSO SIGNIFICANT UNCERTAINTIES ASSOCIATED WITH AN INVESTMENT IN OUR COMPANY AND THE SECURITIES. THE SECURITIES OFFERED HEREBY ARE NOT PUBLICLY TRADED. THERE IS NO PUBLIC MARKET FOR THE SECURITIES AND ONE MAY NEVER DEVELOP. AN INVESTMENT IN OUR COMPANY IS HIGHLY SPECULATIVE. THE SECURITIES SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME AND WHO CANNOT AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. SEE THE SECTION OF THIS FORM C/A TITLED "*RISK FACTORS*".

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

YOU ARE NOT TO CONSTRUE THE CONTENTS OF THIS FORM C/A AS LEGAL, ACCOUNTING OR TAX ADVICE OR AS INFORMATION NECESSARILY APPLICABLE TO YOUR PARTICULAR FINANCIAL SITUATION. EACH INVESTOR SHOULD

CONSULT THEIR OWN FINANCIAL ADVISER, COUNSEL AND ACCOUNTANT AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING THEIR INVESTMENT.

THIS OFFERING IS ONLY EXEMPT FROM REGISTRATION UNDER THE LAWS OF THE UNITED STATES AND ITS TERRITORIES. NO OFFER IS BEING MADE IN ANY JURISDICTION NOT LISTED ABOVE. PROSPECTIVE INVESTORS ARE SOLELY RESPONSIBLE FOR DETERMINING THE PERMISSIBILITY OF THEIR PARTICIPATING IN THIS OFFERING, INCLUDING OBSERVING ANY OTHER REQUIRED LEGAL FORMALITIES AND SEEKING CONSENT FROM THEIR LOCAL REGULATOR, IF NECESSARY. THE INTERMEDIARY FACILITATING THIS OFFERING IS LICENSED AND REGISTERED SOLELY IN THE UNITED STATES AND HAS NOT SECURED, AND HAS NOT SOUGHT TO SECURE, A LICENSE OR WAIVER OF THE NEED FOR SUCH LICENSE IN ANY OTHER JURISDICTION. THE COMPANY, THE ESCROW AGENT AND THE INTERMEDIARY, EACH RESERVE THE RIGHT TO REJECT ANY INVESTMENT COMMITMENT MADE BY ANY PROSPECTIVE INVESTOR, WHETHER FOREIGN OR DOMESTIC.

### **SPECIAL NOTICE TO FOREIGN INVESTORS**

IF YOU LIVE OUTSIDE THE UNITED STATES, IT IS YOUR 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. WE RESERVES THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY FOREIGN INVESTOR.

### **NOTICE REGARDING THE ESCROW AGENT**

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

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

- (1) Is organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia;
- (2) Is not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (the “**Exchange Act**”) (15 U.S.C. 78m or 78o(d));
- (3) Is not an investment company, as defined in Section 3 of the Investment Company Act of 1940 (the “**Investment Company Act**”)(15 U.S.C. 80a-3), or excluded from the

definition of investment company by Section 3(b) or Section 3(c) of the Investment Company Act (15 U.S.C. 80a-3(b) or 80a-3(c));

- (4) Is not ineligible to offer or sell securities in reliance on Section 4(a)(6) of the Securities Act of 1933 (the “**Securities Act**”) (15 U.S.C. 77d(a)(6)) as a result of a disqualification as specified in § 227.503(a);
- (5) Has filed with the SEC and provided to investors, to the extent required, any ongoing annual reports required by law during the two years immediately preceding the filing of its Form C;
- (6) Has a specific business plan, which is not to engage in a merger or acquisition with an unidentified company or companies;

### **Bad Actor Disclosure**

The Company is not subject to any bad actor disqualifications under any relevant U.S. securities laws.

### **Ongoing Reporting**

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

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

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

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

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

### **Updates**

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

The date of this Form C/A is February 10, 2021.

## TABLE OF CONTENTS

|                                                             |    |
|-------------------------------------------------------------|----|
| ABOUT THIS FORM C/A                                         | 3  |
| CAUTIONARY NOTE CONCERNING FORWARD-LOOKING STATEMENTS       | 3  |
| SUMMARY                                                     | 1  |
| The Company                                                 | 1  |
| The Offering                                                | 1  |
| RISK FACTORS                                                | 2  |
| Risks Related to the Company’s Business and Industry        | 2  |
| Risks Related to the Offering                               | 8  |
| Risks Related to the Securities                             | 10 |
| BUSINESS                                                    | 14 |
| Description of the Business                                 | 14 |
| Business Plan                                               | 14 |
| The Company’s Products and/or Services                      | 14 |
| Competition                                                 | 15 |
| Customer Base                                               | 15 |
| Intellectual Property                                       | 15 |
| Governmental/Regulatory Approval and Compliance             | 16 |
| Litigation                                                  | 16 |
| USE OF PROCEEDS                                             | 17 |
| DIRECTORS, OFFICERS, AND MANAGERS                           | 18 |
| Indemnification                                             | 18 |
| Employees                                                   | 19 |
| CAPITALIZATION, DEBT AND OWNERSHIP                          | 19 |
| Capitalization                                              | 19 |
| Outstanding Debt                                            | 23 |
| Ownership                                                   | 23 |
| FINANCIAL INFORMATION                                       | 25 |
| Operations                                                  | 25 |
| Cash and Cash Equivalents                                   | 25 |
| Liquidity and Capital Resources                             | 25 |
| Capital Expenditures and Other Obligations                  | 25 |
| Valuation                                                   | 25 |
| Material Changes and Other Information                      | 25 |
| Previous Offerings of Securities                            | 25 |
| TRANSACTIONS WITH RELATED PERSONS AND CONFLICTS OF INTEREST | 26 |
| THE OFFERING AND THE SECURITIES                             | 27 |

|                                                                     |    |
|---------------------------------------------------------------------|----|
| The Offering                                                        | 27 |
| The Securities                                                      | 29 |
| COMMISSION AND FEES                                                 | 32 |
| Stock, Warrants and Other Compensation                              | 32 |
| TAX MATTERS                                                         | 32 |
| LEGAL MATTERS                                                       | 33 |
| DISCLAIMER OF TELEVISION, RADIO, PODCAST AND STREAMING PRESENTATION | 33 |
| ADDITIONAL INFORMATION                                              | 33 |

## **ABOUT THIS FORM C/A**

You should rely only on the information contained in this Form C/A. We have not authorized anyone to provide any information or make any representations other than those contained in this Form C/A, and no source other than the Intermediary has been authorized to host this Form C/A and the Offering. If anyone provides you with different or inconsistent information, you should not rely on it. We are not offering to sell, nor seeking offers to buy, the Securities in any jurisdiction where such offers and sales are not permitted. The information contained in this Form C/A and any documents incorporated by reference herein is accurate only as of the date of those respective documents, regardless of the time of delivery of this Form C/A or the time of issuance or sale of any Securities.

Statements contained herein as to the content of any agreements or other documents are summaries and, therefore, are necessarily selective and incomplete and are qualified in their entirety by the actual agreements or other documents. Prior to the consummation of the purchase and sale of the Securities, the Company will afford prospective Investors an opportunity to ask questions of, and receive answers from, the Company and its management concerning the terms and conditions of this Offering and the Company.

In making an investment decision, you must rely on your own examination of the Company and the terms of the Offering, including the merits and risks involved. The statements of the Company contained herein are based on information believed to be reliable; however, no warranty can be made as to the accuracy of such information or that circumstances have not changed since the date of this Form C/A. For example, our business, financial condition, results of operations, and prospects may have changed since the date of this Form C/A. The Company does not expect to update or otherwise revise this Form C/A or any other materials supplied herewith.

This Form C/A is submitted in connection with the Offering described herein and may not be reproduced or used for any other purpose.

## **CAUTIONARY NOTE CONCERNING FORWARD-LOOKING STATEMENTS**

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

The forward-looking statements contained in this Form C/A and any documents incorporated by reference herein are based on reasonable assumptions we have made in light of our industry



experience, perceptions of historical trends, current conditions, expected future developments and other factors we believe are appropriate under the circumstances. As you read and consider this Form C/A, you should understand that these statements are not guarantees of performance or results. Although we believe that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect our actual operating and financial performance and cause our performance to differ materially from the performance anticipated in the forward-looking statements. Should one or more of these risks or uncertainties materialize, or should any of these assumptions prove incorrect or change, our actual operating and financial performance may vary in material respects from the performance projected in these forward-looking statements.

Investors are cautioned not to place undue reliance on these forward-looking statements. Any forward-looking statements made in this Form C/A or any documents incorporated by reference herein is accurate only as of the date of those respective documents. Except as required by law, we undertake no obligation to publicly update any forward-looking statements for any reason after the date of this Form C/A or to conform these statements to actual results or to changes in our expectations.

## SUMMARY

*The following summary highlights information contained elsewhere or incorporated by reference in this Form C/A. This summary may not contain all of the information that may be important to you. You should read this entire Form C/A carefully, including the matters discussed under the section titled “Risk Factors.”*

### The Company

The Company builds the a fully wireless loudspeaker for venues, event spaces, concerts and conferences.

The Company is incorporated in Delaware as a corporation on August 8, 2016.

The Company is located at 925B Peachtree St NE Ste 2017, Atlanta, GA 30309-3918.

The Company’s website is <https://www.audios.com>.

The Company conducts business in all 50 states of the United States of America.

A description of our products, services and business plan can be found on the Company’s profile page on the Intermediary’s website under <https://republic.co/audios> and is attached as Exhibit B to this Form C/A.

### The Offering

|                                                                                                   |                                                                     |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>Minimum Amount of the Securities Offered</b>                                                   | \$50,000                                                            |
| <b>Total Amount of the Securities Outstanding after Offering (if Target Offering Amount met)</b>  | 50,000*                                                             |
| <b>Maximum Amount of the Securities Offered</b>                                                   | \$1,070,000                                                         |
| <b>Total Amount of the Securities Outstanding after Offering (if Maximum Offering Amount met)</b> | 1,070,000*                                                          |
| <b>Price Per Security</b>                                                                         | \$1.00                                                              |
| <b>Minimum Individual Purchase Amount</b>                                                         | \$100 <sup>+</sup>                                                  |
| <b>Offering Deadline</b>                                                                          | April 30, 2021                                                      |
| <b>Use of Proceeds</b>                                                                            | See the description of the Use of Proceeds <a href="#">23</a> page. |

|                      |                                                                     |
|----------------------|---------------------------------------------------------------------|
| <b>Voting Rights</b> | See the description of the voting rights on <a href="#">30</a> page |
|----------------------|---------------------------------------------------------------------|

\*The total number of the Securities outstanding after the Offering is subject to increase in an amount equal to the Intermediary's fee of two percent (2%) of the Securities issued in this Offering.

+ The Company reserves the right to amend the Minimum Individual Purchase Amount, in its sole discretion. In particular, the Company may elect to participate in one of the Intermediary's special investment programs and may offer alternative Minimum Individual Purchase Amounts to Investors participating in such programs without notice.

## **RISK FACTORS**

*Investing in the Securities involves a high degree of risk and may result in the loss of your entire investment. Before making an investment decision with respect to the Securities, we urge you to carefully consider the risks described in this section and other factors set forth in this Form C/A. In addition to the risks specified below, the Company is subject to same risks that all companies in its business, and all companies in the economy, are exposed to. These include risks relating to economic downturns, political and economic events and technological developments (such as hacking and the ability to prevent hacking). Additionally, early-stage companies are inherently riskier than more developed companies. Prospective Investors should consult with their 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.*

### **Risks Related to the Company's Business and Industry**

***If the Company's wireless transmitters and receivers are not approved by the Federal Communication Commission ("FCC"), the Company will not be able to sell its products.***

The FCC regulates radio frequency ("RF") devices contained in electronic-electrical products that are capable of emitting radio frequency energy by radiation, conduction, or other means. These products have the potential to cause interference to radio services operating in the radio frequency range of 9 kHz to 3000 GHz. Almost all electronic-electrical products (devices) are capable of emitting radio frequency energy. Most, but not all, of these products must be tested to demonstrate compliance to the FCC rules for each type of electrical function that is contained in the product. As a general rule, products that, by design, contain circuitry that operates in the radio frequency spectrum need to demonstrate compliance using the applicable FCC equipment authorization procedure as specified in the FCC rules depending on the type of device. A product may contain one device or multiple devices with the possibility that one or both of the equipment authorization procedures apply. An RF device must be approved using the appropriate equipment authorization procedure before it can be marketed, imported, or used in the United States.

The Company's wireless transmitters and receivers must be approved by the FCC. A failure to obtain necessary FCC approvals may materially harm the Company's business, financial condition and results of operations.

***The Company's failure to enhance its technologies and products and to develop new technologies and products in a timely manner may materially harm the Company's business, financial condition and results of operations.***

The Company's revenue growth will depend upon its success in new and existing markets for loudspeakers. The markets for the Company's products and technologies are defined by:

- Rapid technological change;
- New and improved technology and frequent product introductions;
- Changing consumer demands;
- Evolving industry standards; and
- Technology and product obsolescence.

The Company's future success depends on its ability to enhance its technologies and products and to develop new technologies and products that address the market needs in a timely manner. Technology development is a complex, uncertain process requiring high levels of innovation, highly-skilled engineering and development personnel, and the accurate anticipation of technological and market trends. The Company may not be able to identify, develop, acquire, market, or support new or enhanced technologies or products on a timely basis, if at all.

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

The Company is still in an early phase and we are just beginning to implement our 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 Company may not be successful in attaining the objectives necessary for it to overcome these risks and uncertainties.

***COVID-19 has had an effect on our business operations and revenue projections.***

With shelter-in-place orders and disruption of the school year and closings potentially happening throughout 2020 and into the future due to COVID-19, the Company's revenue has been adversely affected. Possible change in the manner in which business conduct events could cause the Company to reinvent and change its product. If the Company is not able to properly align itself with this change, it could lead to a loss of revenue and could therefore adversely affect the Company.

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

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

substantially all of our remaining assets, which could cause 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 our Company and present and future market conditions. Our business does generate sales, but the impact and unsure nature of the economic impact of COVID-19 on school budgets may not be sufficient to meet our future capital requirements. We will 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.

***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 components and services for our products.***

We depend on suppliers and contractors that assist us in the development of software 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 our suppliers or contractors do not provide the agreed-upon supplies or perform the agreed-upon services in compliance with customer requirements and in a timely and cost-effective manner. Likewise, the quality of our products may be adversely impacted if companies to whom we delegate development of major components of our products, or from whom we acquire such items, do not provide components which meet required specifications and perform to our and our customers' expectations. Our suppliers may be unable to quickly recover from natural disasters and other events beyond their control and may be subject to additional risks such as financial problems that limit their ability to conduct their operations. The risk of these adverse effects may be greater in circumstances where we rely on only one or two contractors or suppliers for a particular component of our products. Our products may utilize custom components available from only one source. Continued availability of those components at acceptable prices, or at all, may be affected for any number of reasons, including if those suppliers decide to concentrate on the production of common components instead of those components customized to meet our requirements. The supply of

these components for a new or existing product could be delayed or constrained, or a key developer or supplier could delay performance or development of a component thereby adversely affecting our business and results of operations.

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

The Company relies on certain intellectual property rights to operate its business. The Company'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 patent 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. The law relating to the scope and validity of claims in the technology field in which we operate is still evolving and, consequently, intellectual property positions in our industry are generally uncertain. 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 Company's success depends on the experience and skill of the board of directors, its executive officers and key employees.***

In particular, we are dependent on Erik Young, our Chief Executive Officer, and David Engler, our Chief Financial Officer. The Company has or intends to enter into employment agreements with them, however there can be no assurance that it will do so or that they will continue to be employed by the Company for a particular period of time. The loss of Erik Young, David Engler or any other executive officer could harm the Company's business, financial condition, cash flow and results of operations.

***Although dependent on certain key personnel, the Company 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 Company 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 Company will not receive any compensation to assist with such person's absence. The loss of such person could negatively affect the Company and our operations. We have no way to guarantee key personnel will stay with the Company, 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.

***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 continue to 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, in connection with our electronic processing of credit and debit card transactions, 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 Company is not subject to Sarbanes-Oxley regulations and may lack the financial controls and procedures of public companies.***

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

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



We are also subject to a wide range of federal, state, and local laws and regulations, such as local licensing requirements, and retail financing, debt collection, consumer protection, environmental, health and safety, creditor, wage-hour, anti-discrimination, whistleblower and other employment practices laws and regulations and we expect these costs to increase going forward. 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 have incurred and will continue to incur capital and operating expenditures and other costs to comply with these requirements and laws and regulations.

***Our business is subject to seasonal fluctuations.***

Our business is subject to seasonal fluctuations in that our sales are typically higher during certain months, affecting performance during affected quarters of the fiscal year. As a result of these factors, our financial results for any single quarter or for periods of less than a year are not necessarily indicative of the results that may be achieved for a full fiscal year.

**Risks Related to the Offering**

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

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

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

***The U.S. Securities and Exchange Commission does not pass upon the merits of the Securities or the terms of the Offering, nor does it pass upon the accuracy or completeness of any Offering document or literature.***

You should not rely on the fact that our Form C/A is accessible through the U.S. Securities and Exchange Commission's EDGAR filing system as an approval, endorsement or guarantee of compliance as it relates to this Offering. The U.S. Securities and Exchange Commission has not reviewed this Form C/A, nor any document or literature related to this Offering.

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

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

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

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

***The Company has the right to limit individual Investor commitment amounts based on the Company's determination of an Investor's sophistication.***

The Company may prevent any Investor from committing more than a certain amount in this Offering based on the Company's determination of the Investor's sophistication and ability to assume the risk of the investment. This means that your desired investment amount may be limited or lowered based solely on the Company's determination and not in line with relevant investment limits set forth by the Regulation CF rules. This also means that other Investors may receive larger allocations of the Offering based solely on the Company's determination.

***The Company has the right to extend the Offering Deadline.***

The Company may extend the Offering Deadline beyond what is currently stated herein. This means that your investment may continue to be held in escrow while the Company attempts to raise the Target Amount even after the Offering Deadline stated herein is reached. While you have the right to cancel your investment in the event the Company extends the Offering Deadline, if you choose to reconfirm your investment, your investment will not be accruing interest during this time and will simply be held until such time as the new Offering Deadline is reached without the Company receiving the Target Amount, at which time it will be returned to you without interest or deduction, or the Company receives the Target Amount, at which time it will be released to the Company to be used as set forth herein. Upon or shortly after the release of such funds to the Company, the Securities will be issued and distributed to you.

***The Company may also end the Offering early.***

If the Target Offering Amount is met after 21 calendar days, but before the Offering Deadline, the Company can end the Offering by providing notice to Investors at least 5 business days prior to the end of the Offering. This means your failure to participate in the Offering in a timely manner, may prevent you from being able to invest in this Offering – it also means the Company may limit the amount of capital it can raise during the Offering by ending the Offering early.

***The Company has the right to conduct multiple closings during the Offering.***

If the Company meets certain terms and conditions, an intermediate close of the Offering can occur, which will allow the Company to draw down on half of the proceeds committed and

captured in the Offering during the relevant period. The Company may choose to continue the Offering thereafter. Investors should be mindful that this means they can make multiple investment commitments in the Offering, which may be subject to different cancellation rights. For example, if an intermediate close occurs and later a material change occurs as the Offering continues, Investors whose investment commitments were previously closed upon will not have the right to re-confirm their investment as it will be deemed to have been completed prior to the material change.

## **Risks Related to the Securities**

***The Securities will not be freely tradable under the Securities Act until one year from the initial purchase date. Although the Securities may be tradable under federal securities law, state securities regulations may apply, and each Investor should consult with their attorney.***

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

***Investors will not become equity holders until the Company decides to convert the Securities into “CF Shadow Securities” (the type of equity securities issuable upon conversion of the Securities) or until there is a change of control or sale of substantially all of the Company’s assets.***

Investors will not have an ownership claim to the Company or to any of its assets or revenues for an indefinite amount of time and depending on when and how the Securities are converted, the Investors may never become equity holders of the Company. Investors will not become equity holders of the Company unless the Company receives a future round of financing great enough to trigger a conversion and the Company elects to convert the Securities into CF Shadow Securities. The Company is under no obligation to convert the Securities into CF Shadow Securities. In certain instances, such as a sale of the Company or substantially all of its assets, an initial public offering or a dissolution or bankruptcy, the Investors may only have a right to receive cash, to the extent available, rather than equity in the Company.

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

Investors will not have the right to vote upon matters of the Company even if and when their Securities are converted into CF Shadow Securities (the occurrence of which cannot be guaranteed). Upon such conversion, the CF Shadow Securities will have no voting rights and, in circumstances where a statutory right to vote is provided by state law, the CF Shadow Security holders are required to enter into a proxy agreement with the Intermediary to vote their CF

Shadow Securities with the majority of the holder(s) of the securities issued in the round of equity financing that triggered the conversion right. For example, if the Securities are converted in connection with an offering of Series B Preferred Stock, Investors would receive CF Shadow Securities in the form of shares of Series B-CF Shadow Preferred Stock and would be required to enter into a proxy that allows the Intermediary to vote their shares of Series B-CF Shadow Preferred Stock consistent with the majority of the Series B Preferred Stockholders. Thus, Investors will essentially never be able to vote upon any matters of the Company.

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

Investors will not have the right to inspect the books and records of the Company or to receive financial or other information from the Company, other than as required by law. Other security holders of the Company may have such rights. Regulation CF requires only the provision of an annual report on Form C and no additional information. Additionally, there are numerous methods by which the Company can terminate annual report obligations, resulting in no information rights, contractual, statutory or otherwise, owed to Investors. This lack of information could put Investors at a disadvantage in general and with respect to other security holders, including certain security holders who have rights to periodic financial statements and updates from the Company such as quarterly unaudited financials, annual projections and budgets, and monthly progress reports, among other things.

***Investors will be unable to declare the Security in “default” and demand repayment.***

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

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

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

***Equity securities acquired upon conversion of the Securities may be significantly diluted as a consequence of subsequent equity financings.***

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

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

***Changes in government regulation could adversely impact our business.***

The Company is subject to legislation and regulation at the federal and local levels and, in some instances, at the state level. The FCC and/or Congress may attempt to change the classification of or change the way that our online content platforms are regulated and/or change the framework under which Internet service providers are provided Safe Harbor for claims of copyright infringement, introduce changes to how digital advertising is regulated and consumer information is handled, changing rights and obligations of our competitors. We expect that court actions and regulatory proceedings will continue to refine our rights and obligations under applicable federal, 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.

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

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

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

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

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

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

In the event of the dissolution or bankruptcy of the Company, the holders of the Securities that have not been converted will be entitled to distributions as described in the Securities. 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. Neither holders of the Securities nor holders of CF Shadow Securities can be guaranteed any proceeds in the event of the dissolution or bankruptcy of the Company.

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

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

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

There is no assurance that an Investor will realize a return on their investment or that they will not lose their entire investment. For this reason, each Investor should read this Form C/A 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 FORM C/A, MAY ALSO HAVE AN ADVERSE EFFECT ON OUR BUSINESS AND RESULT IN THE TOTAL LOSS OF YOUR INVESTMENT.**

## **BUSINESS**

### **Description of the Business**

Audios builds fully wireless loudspeaker for venues, event spaces, concerts and conferences. The speakers eliminate cables and do require a Wi-Fi router or Bluetooth to function. Cables are time-consuming, expensive and easily damaged. Cables take 80% more time to setup vs wireless, cost \$1/foot per speaker (avg \$100+) and have to be replaced every 6 - 12 months. Audios is synonymous with zero cables purchased, zero cable replacements and 80% faster setup times which saves consumers thousands of dollars annually.

### **Business Plan**

The Company expects to achieve profitability in the next 24 months but has a break-even projected within two years. The Company intends to focus on re-segmenting the professional audio market.

COVID-19 related shutdowns have drastically reduced or reversed speaker Company's growth because of limited events, declining sales, and high operating costs. Audios however is in a perfect position to weather an extended shutdown, should it come.

Although sales have declined, many competitors have fixed operating expenses related to housing thousands of speakers and accessories in inventory. In contrast, as long as social distancing and shutdowns are required, Audios will operate lean and scale with demand by using a build-to-order sales strategy. We will also use a hybrid business model that includes both rentals and sales broken down into multiple phases.

The goal is simple: (1) remain lean, (2) focus on customer retention in the North American loudspeaker market, and (3) scale on demand into the larger market segments post COVID.

Audios will start with speaker rentals in 2021 because the rental business has high margins, requires less upfront cost, and allows us to optimize for cash flow before we scale in late 2021 early 2022. With our business model we project an initial annual recurring revenue of \$50K/mo/city.

By 2023 the global wireless speaker market will reach \$27 Billion, with a compound annual growth rate growth of over 17%. Audios will target the \$4B loudspeaker segment prior to expanding to the \$27B market.

As a result of COVID-19, we adjusted our go-to-market strategy to (1) remain lean, (2) focus on customer retention in the North American loudspeaker market prior to, (3) scaling and expanding into the larger market segments.

The \$1.35B+ North American loudspeaker market can be further broken down into a \$650M sales market and a \$700M rental market. Again, we plan to focus on rentals prior to scaling via sales.

### **The Company's Products and/or Services**

| <b>Product / Service</b> | <b>Description</b> | <b>Current Market</b> |
|--------------------------|--------------------|-----------------------|
|--------------------------|--------------------|-----------------------|

|                             |                                                                                                      |                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Audios Wireless Loudspeaker | Fully wireless loudspeaker. It does not require a Wi-Fi router or Bluetooth to function. wirelessly. | Our initial target is the \$1.35 billion dollar North American loudspeaker market which is a subset of the \$4 billion dollar global loudspeaker market. We will focus on Direct-to-Customer & Business-to-Business. B2B includes but is not limited to facility & venue owners, production companies, event planners, and disc jockeys. |
|-----------------------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Competition

At the moment our primary competitor is Sennheiser, because they offer a fully wireless loudspeaker solution designed for public announcements. Our secondary competitors are SoundBoks and JBL because they also offer a wireless loudspeaker solution. However, their speakers use Bluetooth which falls short in many venues, event spaces, and conference applications.

### Customer Base

We sell and or rent our product Direct-to-Customer & Business-to-Business. B2B includes but is not limited to facility & venue owners, production companies, event planners, and disc jockeys. These individuals consume \$8 billion dollars' worth of speakers and equipment annually.

### Supply Chain

We have contracted with Axis, a Hong Kong based company, to source the enclosure parts, manufacture our product as well as take care of certifications, testing and production optimization. We have also contracted with Vas Electronics and Future Electronics to source electronic components. Vas Electronics will also produce our printed circuit boards.

### Intellectual Property

The Company has one trademark, one patent granted and two patents pending.

The Company has the following registered and pending patents:

| Application/<br>Registration #                | Title             | Description                                         | File Date  | Grant Date | Country          |
|-----------------------------------------------|-------------------|-----------------------------------------------------|------------|------------|------------------|
| U.S. Patent No.<br>10,075,908<br>US10075908B2 | Group<br>Speakers | Selecting a network or<br>a Audio device            | 2017-06-12 | 2018-09-11 | United<br>States |
| US10750438B2                                  | Group<br>Speakers | Selecting a network or<br>a communication<br>device | 2018-07-16 | 2020-08-18 | United<br>States |



|                     |                   |                                                            |            |         |                  |
|---------------------|-------------------|------------------------------------------------------------|------------|---------|------------------|
| US2018035250<br>6A1 | Group<br>Speakers | A network for<br>broadcasting and<br>sharing wireless data | 2018-08-10 | pending | United<br>States |
|---------------------|-------------------|------------------------------------------------------------|------------|---------|------------------|

The Company has the following registered trademark

| Serial # | Title             | Description                          | File Date  | Published<br>for<br>Oppositio<br>n | Count<br>ry      |
|----------|-------------------|--------------------------------------|------------|------------------------------------|------------------|
| 88784420 | Audios            | Audios Character Mark                | 2020-02-04 | Pending                            | United<br>States |
| 88784397 | A Audios          | Audios design plus words,<br>letters | 2020-02-04 | 2020-06-23                         | United<br>States |
| 88784434 | A                 | Audios design plus words,<br>letters | 2020-02-04 | 2020-06-23                         | United<br>States |
| 86899979 | Group<br>Speakers | Character Mark                       | 2016-02-07 | 2016-06-28                         | United<br>States |

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

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

The Company's wireless transmitters & receivers require FCC approval that has not been obtained yet.

### **Litigation**

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

## USE OF PROCEEDS

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

| <b>Use of Proceeds</b>                                                          | <b>% of Minimum Proceeds Raised</b> | <b>Amount if Minimum Raised</b> | <b>% of Maximum Proceeds Raised*</b> | <b>Amount if Maximum Raised*</b> |
|---------------------------------------------------------------------------------|-------------------------------------|---------------------------------|--------------------------------------|----------------------------------|
| Intermediary Fees                                                               | 6%                                  | \$3,000                         | 6%                                   | \$64,200                         |
| Estimated Attorney Fees                                                         | 10%                                 | \$5,000                         | 5%                                   | \$53,500                         |
| Estimated Accountant/Auditor Fees                                               | 3%                                  | \$1,500                         | 0.5%                                 | \$5,350                          |
| Executing go-to-market strategy (pay for sales, marketing, inventory)           | 25%                                 | \$12,500                        | 50%                                  | \$535,000                        |
| Manufacturing small batches of the products (build-to-order)                    | 25%                                 | \$12,500                        | 10%                                  | \$107,000                        |
| Filing additional patents                                                       | 5%                                  | \$2,500                         | 3.5%                                 | \$37,450                         |
| Finish the mobile application & Engineering development                         | 15%                                 | \$7,500                         | 10%                                  | \$107,000                        |
| General Working Capital (Executive salaries and independent contractor payment) | 11%                                 | \$5,500                         | 15%                                  | \$160,500                        |
| <b>Total</b>                                                                    | <b>100 %</b>                        | <b>\$50,000</b>                 | <b>100 %</b>                         | <b>\$1,070,000</b>               |

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

Set in the table above are detailed descriptions of how we intend to use the net proceeds of this Offering for any category in excess of ten percent (10%) in the table above.

### **DIRECTORS, OFFICERS, AND MANAGERS**

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

| <b>Name</b>  | <b>Positions and Offices Held at the Company</b> | <b>Principal Occupation and Employment Responsibilities for the Last Three (3) Years</b>                                                                                                                                                                                                                                                                                | <b>Education</b>                                                |
|--------------|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Erik Young   | CEO, President, Director                         | Audink Inc. (Apr. 2016 – Present), CEO, President and Director.<br><br>As the CEO, Erik participates in business development, engineering and intellectual property creation and defense. His business responsibilities include strategy, procurement, manufacturing, and operations. His engineering duties include system, firmware, software, and mechanical design. | University of Central Florida, B.S., Computer Engineering, 2008 |
| David Engler | CFO, Secretary, Director                         | Audink Inc. (Apr. 2016 – Present), CFO, Secretary and Director.<br><br>As the CTO, David participates in all things related to hardware. This includes but is not limited to manufacturing, mechanical, wireless, and power systems design. He also architects and builds all proprietary electronics used in Audios products.                                          | University of Houston, B.S., Electrical Engineering, 1992       |

### **Indemnification**

Indemnification is authorized by the Company to managers, officers or controlling persons acting in their professional capacity pursuant to Delaware law. Indemnification includes expenses such as attorney's fees and, in certain circumstances, judgments, fines and settlement

amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

### **Employees**

The Company currently has 2 employees.

## **CAPITALIZATION, DEBT AND OWNERSHIP**

### **Capitalization**

The Company's authorized capital stock consists of 3,684,666 shares of common stock, par value \$0.001 per share (the "**Common Stock**"), out of which 1,684,666 shares are of Class A voting Common Stock and 2,000,000 shares are of Class B non-voting Common Stock. The Company's outstanding Class A voting Common Stock consist of 1,676,666 shares. The Company's outstanding Class B non-voting Common Stock consist of 70,343 shares.

### ***Outstanding Capital Stock***

As of the date of this Form C/A, the Company's outstanding capital stock consists of:

| <b>Type</b>                                                                                                                                       | <b>Class A Voting Common Stock</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>Amount Outstanding</b>                                                                                                                         | 1,676,666                          |
| <b>Par Value Per Share</b>                                                                                                                        | \$0.001                            |
| <b>Voting Rights</b>                                                                                                                              | 1 vote per share                   |
| <b>Anti-Dilution Rights</b>                                                                                                                       | N/A                                |
| <b>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</b>                                               | N/A                                |
| <b>Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).</b> | 79.61%*                            |

| <b>Type</b>                                                                                                                                       | <b>Class B Non-Voting Common Stock</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <b>Amount Outstanding</b>                                                                                                                         | 70,343                                 |
| <b>Par Value Per Share</b>                                                                                                                        | \$0.001                                |
| <b>Voting Rights</b>                                                                                                                              | N/A                                    |
| <b>Anti-Dilution Rights</b>                                                                                                                       | N/A                                    |
| <b>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</b>                                               | N/A                                    |
| <b>Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).</b> | 3.33%*                                 |

***Outstanding Safes, Convertible Notes, Warrants***

As of the date of this Form C/A, the Company has the following additional securities outstanding:

| <b>Type</b>                                                                                                                                       | <b>Convertible Note #1</b>                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Amount Outstanding</b>                                                                                                                         | \$25,000                                                                                                                                                        |
| <b>Voting Rights</b>                                                                                                                              | N/A                                                                                                                                                             |
| <b>Anti-Dilution Rights</b>                                                                                                                       | N/A                                                                                                                                                             |
| <b>Material Terms</b>                                                                                                                             | 2.89% simple interest<br>Conversion price: \$0.85<br>Conversion stock: 29, 412 shares of Class B Non-Voting Common Stock<br>Acceleration upon change of control |
| <b>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</b>                                               | Only when converted                                                                                                                                             |
| <b>Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).</b> | 1.40%*                                                                                                                                                          |

|                                                                                                                                                   |                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Type</b>                                                                                                                                       | Convertible Note #2                                                                                                                                                                                             |
| <b>Amount Outstanding</b>                                                                                                                         | \$177,000                                                                                                                                                                                                       |
| <b>Voting Rights</b>                                                                                                                              | N/A                                                                                                                                                                                                             |
| <b>Anti-Dilution Rights</b>                                                                                                                       | N/A                                                                                                                                                                                                             |
| <b>Material Terms</b>                                                                                                                             | 3.04% simple interest<br>Conversion price: \$0.85<br>Conversion stock: 200,000 shares of Class B Non-Voting Common Stock and 8,000 shares of Class A Voting Common Stock<br>Acceleration upon change of control |
| <b>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</b>                                               | Only when converted                                                                                                                                                                                             |
| <b>Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).</b> | 9.88%*                                                                                                                                                                                                          |

|                                                                                                     |                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Type</b>                                                                                         | Warrant<br>(bundled with the Convertible Note #2)                                                                                                                                                                                                                                 |
| <b>Amount Outstanding</b>                                                                           | 1 Warrant                                                                                                                                                                                                                                                                         |
| <b>Voting Rights</b>                                                                                | N/A                                                                                                                                                                                                                                                                               |
| <b>Anti-Dilution Rights</b>                                                                         | N/A                                                                                                                                                                                                                                                                               |
| <b>Material Terms</b>                                                                               | Exercise price: \$0.85<br>Warrant shares: 104,881 shares of Class B Non-Voting Common Stock<br>Exercise period: commences on the date of exercise in full of the outstanding principal under the Convertible Note #2 on the 48 months anniversary<br>Void after November 30, 2023 |
| <b>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</b> | Only if exercised                                                                                                                                                                                                                                                                 |
| <b>Percentage ownership of the Company by the holders of such security (assuming</b>                | 4.98%*                                                                                                                                                                                                                                                                            |

|                                                                     |  |
|---------------------------------------------------------------------|--|
| <b>conversion prior to the Offering if convertible securities).</b> |  |
|---------------------------------------------------------------------|--|

|                                                                                                                                                   |                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <b>Type</b>                                                                                                                                       | Simple Agreement for Future Equity (SAFE) |
| <b>Amount Outstanding</b>                                                                                                                         | \$10,000                                  |
| <b>Voting Rights</b>                                                                                                                              | N/A                                       |
| <b>Anti-Dilution Rights</b>                                                                                                                       | N/A                                       |
| <b>Material Terms</b>                                                                                                                             | Post-money valuation cap: \$5M            |
| <b>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</b>                                               | Only when converted                       |
| <b>Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).</b> | 0.20%*                                    |

|                                                                                                                                                   |                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <b>Type</b>                                                                                                                                       | Simple Agreement for Future Equity (SAFE) |
| <b>Amount Outstanding</b>                                                                                                                         | \$30,000                                  |
| <b>Voting Rights</b>                                                                                                                              | N/A                                       |
| <b>Anti-Dilution Rights</b>                                                                                                                       | N/A                                       |
| <b>Material Terms</b>                                                                                                                             | Post-money valuation cap: \$5M            |
| <b>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</b>                                               | Only when converted                       |
| <b>Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).</b> | 0.60%*                                    |

|                                                                                                                                                   |                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <b>Type</b>                                                                                                                                       | Simple Agreement for Future Equity (SAFE) |
| <b>Amount Outstanding</b>                                                                                                                         | \$25,000                                  |
| <b>Voting Rights</b>                                                                                                                              | N/A                                       |
| <b>Anti-Dilution Rights</b>                                                                                                                       | N/A                                       |
| <b>Material Terms</b>                                                                                                                             | Post-money valuation cap: \$5M            |
| <b>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</b>                                               | Only when converted                       |
| <b>Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).</b> | 0.50%*                                    |

Calculated on the assumption that the SAFEs will convert into the number of shares of stock equal to the amount outstanding (\$65,000) divided by the quotient received by dividing \$5M by the company's capitalization (2,089,302 shares).

### Outstanding Debt

As of the date of this Form C/A, the Company has the following debt outstanding:

|                                                |                                      |
|------------------------------------------------|--------------------------------------|
| <b>Type</b>                                    | Accounts payable for attorney's fees |
| <b>Amount Outstanding</b>                      | \$53,367                             |
| <b>Interest Rate and Amortization Schedule</b> | 0%                                   |
| <b>Maturity Date</b>                           | 01/01/2020                           |

|                                                |                                 |
|------------------------------------------------|---------------------------------|
| <b>Type</b>                                    | Uncollateralized Loan           |
| <b>Amount Outstanding</b>                      | \$23,400                        |
| <b>Interest Rate and Amortization Schedule</b> | 3.75% simple interest per annum |
| <b>Maturity Date</b>                           | 05/27/2021                      |

### Ownership

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



| <b>Name</b>  | <b>Amount and Type or Class Held</b>            | <b>Percentage Ownership</b> |
|--------------|-------------------------------------------------|-----------------------------|
| Erik Yong    | 1,000,000 shares of Common Class A Voting Stock | 59.64%**                    |
| David Engler | 666,666 shares of Common Class A Voting Stock   | 39.76%**                    |

\*\* Only shares of Class A Voting Common Stock have been taken into consideration.

## **FINANCIAL INFORMATION**

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

### **Operations**

Audink Inc. (the “**Company**”) was incorporated on August 8, 2016 under the laws of the State of Delaware, and is headquartered in Atlanta, Georgia.

### **Cash and Cash Equivalents**

As of the date of this Form C/A, the Company had an aggregate of \$57,038 on hand in cash and cash equivalents, leaving the Company with approximately 54 months of runway. If the Target Offering is met, the Company will have the resources for up to 82 months of runway, which the Company believes will be sufficient to allow it to go above its breakeven point.

### **Liquidity and Capital Resources**

The proceeds from the Offering are essential to our operations. We plan to use the proceeds as set forth above under the section titled “*Use of Proceeds*”, which is an indispensable element of our business strategy. The capital from this Offering will help us increase our focus on delivering more types of online programs to existing customers, increasing sales, and access to new markets.

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

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

### **Valuation**

The Company has ascribed no pre-Offering valuation to the Company; the Securities are priced arbitrarily.

### **Material Changes and Other Information**

#### ***Trends and Uncertainties***

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

Please see the financial statements attached as Exhibit A for subsequent events and applicable disclosures.

### **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      | Use of Proceeds*        | Issue Date         | Exemption from Registration Used or Public Offering |
|-------------------------------|-------------------------------------|----------------------------------|-------------------------|--------------------|-----------------------------------------------------|
| SAFEs                         | \$40,000                            | 2                                | General Working Capital | September 10, 2019 | Rule 506(b) of the Regulation D                     |
| SAFE                          | \$25,000                            | 1                                | General Working Capital | January 8, 2021    | Rule 506(c) of the Regulation D                     |
| Convertible Notes and Warrant | \$202,000                           | 2 Convertible Notes<br>1 Warrant | General Working Capital | November 30, 2018  | Section 4(a)(2)                                     |
| Class A Voting Common Stock   | \$16,766.66                         | 1,676,666 shares                 | General Working Capital | November 15, 2018  | Section 4(a)(2)                                     |

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

## TRANSACTIONS WITH RELATED PERSONS AND CONFLICTS OF INTEREST

From time to time the Company may engage in transactions with related persons. Related persons are defined as any director or officer of the Company; any person who is the beneficial owner of twenty percent (20%) or more of the Company’s outstanding voting equity securities, calculated on the basis of voting power; any promoter of the Company; any immediate family member of any of the foregoing persons or an entity controlled by any such person or persons. Additionally, the Company will disclose here any transaction since the beginning of the issuer's last fiscal year, or any currently proposed transaction, to which the issuer was or is to be a party and the amount involved exceeds five percent (5%) of the aggregate amount of capital raised by the issuer in reliance on section 4(a)(6), including the Minimum Target Amount of this Offering, and the counter party is either (i) any director or officer of the issuer; (ii) any person who is, as of the most recent practicable date but no earlier than 120 days prior to the date the offering statement or report is filed, the beneficial owner of twenty percent (20%) or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power; (iii) if the issuer was incorporated or organized within the past three years, any promoter of the issuer; or (iv) any member of the family of any of the foregoing persons, which includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law,

father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, and shall include adoptive relationships. The term *spousal equivalent* means a cohabitant occupying a relationship generally equivalent to that of a spouse.

The Company has not conducted transactions with related persons.

## THE OFFERING AND THE SECURITIES

### The Offering

The Company is offering a minimum amount of \$50,000 (the “**Target Offering Amount**”) and up to a maximum amount of \$1,070,000 (the “**Maximum Offering Amount**”) of Crowd SAFE (Simple Agreement for Future Equity) (the “**Securities**”) on a best efforts basis as described in this Form C/A (this “**Offering**”). We must raise an amount equal to or greater than the Target Offering Amount by April 30, 2021 (the “**Offering Deadline**”). Unless we raise at least the Target Offering Amount by the Offering Deadline, no Securities will be sold in this Offering, all investment commitments will be cancelled and all committed funds will be returned. Potential purchasers of the Securities are referred to herein as “**Investors**” or “**you**”.

The price of the Securities was determined arbitrarily, does not necessarily bear any relationship to the Company’s asset value, net worth, revenues or other established criteria of value, and should not be considered indicative of the actual value of the Securities. The minimum amount that an Investor may invest in the Offering is \$100, which is subject to adjustment in the Company’s sole discretion.

In order to purchase the Securities, you must make a commitment to purchase by completing the subscription process hosted by OpenDeal Portal LLC dba Republic (the “**Intermediary**”), including complying with the Intermediary’s know your customer (KYC) and anti-money laundering (AML) policies. **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 the Intermediary nor the Company are required to correct any errors or omissions made by the Investor.**

Investor funds will be placed into escrow with Prime Trust, LLC until the Target Offering Amount has been met or exceeded and one or more closings occur. Investors may cancel an investment commitment until up to 48 hours prior to the Offering Deadline using the cancellation mechanism provided by the Intermediary. **Investors using a credit card to invest must represent and warrant to cancel any investment commitment(s) by submitting a request through the Intermediary at least 48 hours prior to the Offering Deadline, instead of attempting to claim fraud or claw back their committed funds.**

The Company will notify Investors when the Target Offering Amount has been reached through the Intermediary. If the Company reaches the Target Offering Amount prior to the Offering Deadline, it may close the Offering early *provided* (i) the expedited Offering Deadline must be twenty-one (21) days from the time the Offering opened and the Company, (ii) the Intermediary must provide at least five (5) business days’ notice prior to the expedited Offering Deadline to the Investors and (iii) the Company continues to meet or exceed the Target Offering amount on the date of the expedited Offering Deadline.

## Material Changes

If any material change occurs related to the Offering prior to the current Offering Deadline the Company will provide notice to Investors and receive reconfirmations from Investors who have already made commitments. If an Investor does not reconfirm their investment commitment after a material change is made to the terms of the Offering within five (5) business days of receiving notice, the Investor's investment commitment will be cancelled and the committed funds will be returned without interest or deductions. If an Investor does not cancel an investment commitment before the Target Offering Amount is reached, the funds will be released to the Company upon the closing of the Offering and the Investor will receive the Securities in exchange for their investment.

## Intermediate Closings

In the event an amount equal to two (2) times the Target Offering Amount is committed and meets all required terms of the Offering prior to the Offering Deadline on such date or such later time the Company designates pursuant to Rule 304(b) of Regulation CF, the Company may conduct the first of multiple closings of the Offering early, *provided* (i) the new Offering Deadline must be twenty-one (21) days from the time the Offering opened and the Company and (ii) that all Investors will receive notice of the new offering deadline at least five (5) business days prior to such new offering deadline (absent a material change that would require an extension of the Offering and reconfirmation of all investment commitments). Investors who committed on the date such notice is provided or prior to the issuance of such notice will be able to cancel their investment commitment until 48 hours before the new offering deadline. If the Company conducts an initial closing (the “**Initial Closing**”), the Company agrees to only withdraw half of the proceeds that are in escrow and will only conduct such Initial Closing if there are more than twenty-one (21) days remaining before the Offering Deadline as of the date of the Initial Closing. The Company may only conduct another close (a “**Subsequent Closing**”) before the Offering Deadline if the amount of investment commitments made as of the date of such Subsequent Closing exceeds two times the amount committed as of the date of the Initial Closing and there are more than twenty-one (21) days remain before the Offering Deadline as of the date of such Subsequent Closing.

Any investment commitments received after an intermediate closing will be released to the Company upon a subsequent closing and the Investor will receive evidence of the Securities via electronic certificate/PDF in exchange for their investment commitment as soon as practicable thereafter.

The Company has agreed to return all funds to Investors in the event a Form C-W is ultimately filed in relation to this Offering, regardless of whether multiple closings are conducted.

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

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

### **The Securities**

We request that you please review this Form C/A and the Crowd SAFE instrument attached as Exhibit C, in conjunction with the following summary information.

### ***Transfer Agent and Registrar***

The Company will act as transfer agent and registrar for the Securities and will employ a registered transfer agent and registrar for the Securities after the Offering has concluded.

### ***Not Currently Equity Interests***

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

### ***Dividends***

The Securities do not entitle Investors to any dividends.

### ***Conversion***

Upon each future equity financing resulting in proceeds to the Company not less than \$1,000,000 (each an “**Equity Financing**”), the Securities are convertible at the option of the Company, into CF Shadow Securities, which are securities identical to those issued in such future Equity Financing except (1) they do not provide the right to vote on any matters except as required by law, (2) they require Investors to vote in accordance with the majority of the investors purchasing securities from the Company in such Equity Financing with respect to any such required vote and (3) they do not provide any inspection or information rights (other than those contemplated by Regulation CF or otherwise required by law). The Company has no obligation to convert the Securities in any Equity Financing.

### ***Conversion Upon the First Equity Financing***

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

(a) the quotient of \$8,000,000 divided by the aggregate number of issued and outstanding shares of capital stock, assuming full conversion or exercise of all convertible and exercisable securities

then outstanding, including shares of convertible preferred stock and all outstanding vested or unvested options or warrants to purchase capital stock, but excluding (i) shares of capital stock reserved for future issuance under any equity incentive or similar plan, (ii) convertible promissory notes, (iii) any Simple Agreements for Future Equity, including the Securities (collectively, “**Safes**”), and (iv) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or Safes;

OR

(b) the price per share of the securities sold in such Equity Financing multiplied by 75%.

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

*Conversion After the First Equity Financing*

If the Company elects to convert the Securities upon an Equity Financing other than the first Equity Financing following the issuance of the Securities, the Investor will receive the number of CF Shadow 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 initial public offering of Common Stock (the “**IPO**”) or a Change of Control (as defined below) of the Company (either of these events, a “**Liquidity Event**”) prior to any Equity Financing, the Investor will receive, at the option of the Investor, 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 Class B Non-Voting Common Stock of the Company equal to the Purchase Amount divided by the quotient of (a) \$8,000,000 divided by (b) the number, as of immediately prior to the Liquidity Event, of shares of the Company’s capital stock outstanding (on an as-converted basis), assuming the exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (x) shares of capital stock reserved for future issuance under any equity incentive or similar plan; (y) any Safes; and (z) convertible promissory notes.

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

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

*Conversion Upon a Liquidity Event Following an Equity Financing*

In the case of a Liquidity Event following any Equity Financing, the Investor will receive, at the option of the Investor, either (i) 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 preferred stock issued in connection with the Company's most recent Equity Financing.

***Dissolution***

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

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

***Termination***

The Securities terminate upon (without relieving the Company of any obligations arising from a prior breach of or non-compliance with the Securities) upon the earlier to occur of: (i) the issuance of shares in the CF Shadow Securities to the Investor pursuant to the conversion provisions of the Crowd SAFE agreement 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.

The Company does not have any voting agreements in place.

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

***Anti-Dilution Rights***

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



***Restrictions on Transfer***

Any Securities sold pursuant to Regulation CF being offered may not be transferred by any Investor of such Securities during the one-year holding period beginning when the Securities were issued, unless such Securities are transferred: (1) to the Company; (2) to an accredited investor, as defined by Rule 501(d) of Regulation D promulgated under the Securities Act; (3) as part of an IPO; or (4) to a member of the family of the Investor or the equivalent, to a trust controlled by the Investor, to a trust created for the benefit of a member of the family of the Investor or the equivalent, or in connection with the death or divorce of the Investor or other similar circumstances. “Member of the family” as used herein means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother/father/daughter/son/sister/brother-in-law, and includes adoptive relationships. Each Investor should be aware that although the Securities may legally be able to be transferred, there is no guarantee that another party will be willing to purchase them.

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

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

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

***Other Material Terms***

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

**COMMISSION AND FEES**

At the conclusion of the Offering, the issuer shall pay a fee of six percent (6%) of the amount raised in the Offering to the Intermediary.

**Stock, Warrants and Other Compensation**

The Intermediary will also receive compensation in the form of securities equal to two percent (2%) of the total number of the Securities sold in the offering

**TAX MATTERS**

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

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

**Potential Investors who are not United States residents are urged to consult their tax advisors regarding the United States federal income tax implications of any investment in the Company, as well as the taxation of such investment by their country of residence. Furthermore, it should be anticipated that distributions from the Company to such foreign investors may be subject to United States withholding tax.**

**EACH POTENTIAL INVESTOR SHOULD CONSULT THEIR OWN TAX ADVISOR CONCERNING THE POSSIBLE IMPACT OF STATE TAXES.**

### **LEGAL MATTERS**

Any prospective Investor should consult with its own counsel and advisors in evaluating an investment in the Offering.

### **DISCLAIMER OF TELEVISION, RADIO, PODCAST AND STREAMING PRESENTATION**

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

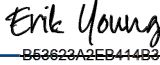
### **ADDITIONAL INFORMATION**

The summaries of, and references to, various documents in this Form C/A do not purport to be complete and in each instance reference should be made to the copy of such document which is either an appendix to this Form C/A or which will be made available to Investors and their professional advisors upon request.

Prior to making an investment decision regarding the Securities described herein, prospective Investors should carefully review and consider this entire Form C/A. The Company is prepared to furnish, upon request, a copy of the forms of any documents referenced in this Form C/A. The Company's representatives will be available to discuss with prospective Investors and their representatives and advisors, if any, any matter set forth in this Form C/A or any other matter relating to the Securities described in this Form C/A, so that prospective Investors and their representatives and advisors, if any, may have available to them all information, financial and otherwise, necessary to formulate a well-informed investment decision. Additional information and materials concerning the Company will be made available to prospective Investors and their representatives and advisors, if any, at a mutually convenient location upon reasonable request.

## SIGNATURE

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

DocuSigned by:  
  
B53623A2EB414B3...

(Signature)

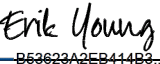
Erik Young

(Name)

CEO, President

(Title)

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

DocuSigned by:  
  
B53623A2EB414B3...

(Signature)

Erik Young

(Name)

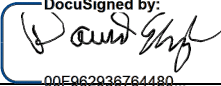
Director

(Title)

02/10/2021

---

(Date)

DocuSigned by:  
  
00E962036764480...

---

(Signature)

David Engler

---

(Name)

Director

---

(Title)

02/10/2021

---

(Date)

***Instructions.***

1. The form shall be signed by the issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of directors or persons performing similar functions.
2. The name of each person signing the form shall be typed or printed beneath the signature. Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

**EXHIBIT A**

*Financial Statements*

\_\_\_\_\_



**AUDINK, INC.**  
FINANCIAL STATEMENT FOR THE PERIOD ENDED DECEMBER 31, 2019  
AND DECEMBER 31, 2018

WITH INDEPENDENT ACCOUNTANT'S REVIEW REPORT

# TABLE OF CONTENTS

|                                                     |          |
|-----------------------------------------------------|----------|
| <b>Independent Accountant's Review Report .....</b> | <b>2</b> |
| <b>Balance Sheets .....</b>                         | <b>3</b> |
| <b>Statements of Income .....</b>                   | <b>4</b> |
| <b>Statements of Equity .....</b>                   | <b>5</b> |
| <b>Statements of Cash Flows .....</b>               | <b>6</b> |
| <b>Notes to the Financial Statement .....</b>       | <b>7</b> |





## *Belle Business Services*

*Certified Public Accountants*

### **INDEPENDENT ACCOUNT'S REVIEW REPORT**

To the Board of Directors  
Audink, Inc.  
San Francisco, California

We have reviewed the accompanying financial statements of Audink, Inc., which comprise the balance sheets as of December 31, 2019 and 2018, and the related statements of income, statements of equity and statements of cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

#### ***Management's Responsibility for the Financial Statements***

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

#### ***Accountant's Responsibility***

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

#### ***Accountant's Conclusion***

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

*Belle Business Services, LLC*

Belle Business Services, LLC  
July 24, 2020

**AUDINK, INC.**  
**BALANCE SHEETS**  
**DECEMBER 31, 2019 AND 2018**

**ASSETS**

|                           | <u>2019</u>                | <u>2018</u>                  |
|---------------------------|----------------------------|------------------------------|
| <b>CURRENT ASSETS</b>     |                            |                              |
| Cash and cash equivalents | \$ 1,557                   | \$ 167,340                   |
| <br>TOTAL CURRENT ASSETS  | <br><u>1,557</u>           | <br><u>167,340</u>           |
| <br><b>TOTAL ASSETS</b>   | <br><u><u>\$ 1,557</u></u> | <br><u><u>\$ 167,340</u></u> |

**LIABILITIES AND SHAREHOLDERS' EQUITY**

|                                                  |                            |                              |
|--------------------------------------------------|----------------------------|------------------------------|
| <b>CURRENT LIABILITIES</b>                       |                            |                              |
| Accounts payable                                 | \$ 53,367                  | \$ 14,448                    |
| Credit cards payable                             | 28,668                     | 32,357                       |
| Accrued interest                                 | <u>1,505</u>               | <u>65</u>                    |
| <br>TOTAL CURRENT LIABILITIES                    | <br><u>83,540</u>          | <br><u>46,870</u>            |
| <br><b>LONG-TERM LIABILITIES</b>                 |                            |                              |
| Note payable - related party                     | -                          | -                            |
| SAFE Obligations                                 | 36,000                     | -                            |
| Convertible note                                 | <u>195,475</u>             | <u>177,000</u>               |
| <br>TOTAL LONG-TERM LIABILITIES                  | <br><u>231,475</u>         | <br><u>177,000</u>           |
| <br><b>TOTAL LIABILITIES</b>                     | <br><u>315,015</u>         | <br><u>223,870</u>           |
| <br><b>SHAREHOLDERS' EQUITY</b>                  |                            |                              |
| Class A Common Stock, see note 7                 | 1,677                      | 1,677                        |
| Class B Common Stock, see note 7                 | 68                         | 20                           |
| Additional paid-in capital                       | 9,743                      | 4,329                        |
| Retained earnings                                | <u>(324,946)</u>           | <u>(62,556)</u>              |
| <br>TOTAL SHAREHOLDERS' EQUITY                   | <br><u>(313,458)</u>       | <br><u>(56,530)</u>          |
| <br><b>TOTAL LIABILITIES AND MEMBERS' EQUITY</b> | <br><u><u>\$ 1,557</u></u> | <br><u><u>\$ 167,340</u></u> |

See independent accountant's review report and accompanying notes to financial statements.

**AUDINK, INC.**  
**STATEMENTS OF INCOME**  
**DECEMBER 31, 2019 AND 2018**

|                                 | <u>2019</u>                | <u>2018</u>               |
|---------------------------------|----------------------------|---------------------------|
| <b>REVENUES</b>                 | \$ -                       | \$ -                      |
| <b>COST OF GOODS SOLD</b>       | <u>-</u>                   | <u>-</u>                  |
| <b>GROSS PROFIT</b>             | -                          | -                         |
| <b>OPERATING EXPENSES</b>       |                            |                           |
| Advertising and marketing       | -                          | 440                       |
| Bank charges and fees           | 4,511                      | 4,119                     |
| Design and prototyping services | 174,451                    | -                         |
| General and administrative      | 2,223                      | 6,000                     |
| Legal and professional fees     | 49,583                     | 22,200                    |
| Research and development        | 5,537                      | 2,137                     |
| Start up costs                  | 18,549                     | -                         |
| Travel expenses                 | 5,102                      | 3,679                     |
| <b>TOTAL OPERATING EXPENSES</b> | <u>259,956</u>             | <u>38,575</u>             |
| <b>NET OPERATING LOSS</b>       | <u>(259,956)</u>           | <u>(38,575)</u>           |
| <b>OTHER EXPENSES</b>           |                            |                           |
| Interest expense                | <u>(1,845)</u>             | <u>(347)</u>              |
| <b>TOTAL OTHER EXPENSES</b>     | <u>(1,845)</u>             | <u>(347)</u>              |
| <b>NET INCOME (LOSS)</b>        | <u>(261,801)</u>           | <u>(38,922)</u>           |
| <b>INCOME TAX EXPENSE</b>       | <u>(588)</u>               | <u>(2,342)</u>            |
| <b>NET INCOME</b>               | <u><u>\$ (262,389)</u></u> | <u><u>\$ (41,264)</u></u> |

See independent accountant's review report and accompanying notes to financial statements.

**AUDINK, INC.**  
**STATEMENTS OF EQUITY**  
**DECEMBER 31, 2019 AND 2018**

|                                           | <u>Class A Common Stock</u> |                 | <u>Class B Common Stock</u> |               | <u>Additional<br/>Paid-in Capital</u> | <u>Retained Earnings<br/>(Accumulated Deficit)</u> | <u>Total</u>        |
|-------------------------------------------|-----------------------------|-----------------|-----------------------------|---------------|---------------------------------------|----------------------------------------------------|---------------------|
|                                           | <u>Shares</u>               | <u>Amount</u>   | <u>Shares</u>               | <u>Amount</u> |                                       |                                                    |                     |
| <b>BEGINNING BALANCE, JANUARY 1, 2018</b> | 2,010,000                   | \$ 2,010        | -                           | \$ -          | (2,010)                               | \$ (21,292)                                        | \$ (21,292)         |
| Cancellation of common stock              | (333,334)                   | (333)           |                             |               | 333                                   | -                                                  | \$ -                |
| Issuance of common stock                  |                             |                 | 20,000                      | 20            | 6,006                                 |                                                    | \$ 6,026            |
| Net income                                |                             |                 |                             |               |                                       | (41,264)                                           | \$ (41,264)         |
| <b>ENDING BALANCE, DECEMBER 31, 2018</b>  | 1,676,666                   | \$ 1,677        | 20,000                      | \$ 20         | \$ 4,329                              | \$ (62,556)                                        | \$ (56,530)         |
| Issuance of common stock                  | -                           | -               | 38,185                      | 38            | 5,424                                 | -                                                  | \$ 5,462            |
| Conversion of convertible note            | -                           | -               | 10,000                      | 10            | (10)                                  | -                                                  | \$ -                |
| Net income                                | -                           | -               | -                           | -             | -                                     | (262,389)                                          | \$ (262,389)        |
| <b>ENDING BALANCE, DECEMBER 31, 2019</b>  | <u>1,676,666</u>            | <u>\$ 1,677</u> | <u>68,185</u>               | <u>\$ 68</u>  | <u>\$ 9,743</u>                       | <u>\$ (324,946)</u>                                | <u>\$ (313,458)</u> |

See independent accountant's review report and accompanying notes to financial statements.

**AUDINK, INC.**  
**STATEMENTS OF CASH FLOWS**  
**DECEMBER 31, 2019 AND 2018**

|                                                                                   | <u>2019</u>            | <u>2018</u>              |
|-----------------------------------------------------------------------------------|------------------------|--------------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>                                       |                        |                          |
| Net loss                                                                          | \$ (262,389)           | \$ (41,264)              |
| Adjustments to reconcile net income to net cash provided by operating activities: |                        |                          |
| Increase (decrease) in liabilities:                                               |                        |                          |
| Accounts payable                                                                  | 38,919                 | 14,448                   |
| Credit cards payable                                                              | (3,689)                | 11,065                   |
| Accrued interest                                                                  | <u>1,440</u>           | <u>65</u>                |
| <b>CASH USED FOR OPERATING ACTIVITIES</b>                                         | (225,719)              | (15,686)                 |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>                                       |                        |                          |
| Issuance of SAFE obligations                                                      | 36,000                 | -                        |
| Issuance of common stock                                                          | 5,462                  | 6,026                    |
| Conversion of convertible notes                                                   | (6,525)                | -                        |
| Issuance of convertible notes payable                                             | <u>25,000</u>          | <u>177,000</u>           |
| <b>CASH PROVIDED BY FINANCING ACTIVITIES</b>                                      | <u>59,937</u>          | <u>183,026</u>           |
| <b>NET INCREASE (DECREASE) IN CASH</b>                                            | (165,782)              | 167,340                  |
| <b>CASH AT BEGINNING OF YEAR</b>                                                  | <u>167,340</u>         | <u>-</u>                 |
| <b>CASH AT END OF YEAR</b>                                                        | <u><u>\$ 1,557</u></u> | <u><u>\$ 167,340</u></u> |
| <br><b>CASH PAID DURING THE YEAR FOR:</b>                                         |                        |                          |
| <b>INTEREST</b>                                                                   | \$ 405                 | \$ 282                   |
| <b>INCOME TAXES</b>                                                               | \$ 588                 | \$ 2,342                 |

See independent accountant's review report and accompanying notes to financial statements.

**AUDINK, INC.**  
**NOTES TO THE FINANCIAL STATEMENT**  
**DECEMBER 31, 2019 AND 2018**

**1. Summary of Significant Accounting Policies**

***The Company***

Audink, Inc. (the "Company") was incorporated in the State of Delaware on August 8, 2016. The Company is doing business as Audios. The Company has developed the first fully wireless loudspeaker for venues and event spaces that does not require WiFi or Bluetooth.

***Fiscal Year***

The Company operates on a December 31st year-end.

***Basis of Presentation***

The accompanying financial statements have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP).

***Use of Estimates***

The preparation of the financial statement in conformity with accounting principles generally accepted in the United States of America requires the use of management's estimates. These estimates are subjective in nature and involve judgments that affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities at fiscal year-end. Actual results could differ from those estimates.

***Cash and Cash Equivalents***

The Company considers all highly liquid financial instruments purchased with maturities of three months or less to be cash equivalents. As of December 31, 2019 and 2018, the Company held no cash equivalents.

***Risks and Uncertainties***

The Company has a limited operating history. The Company's business and operations are sensitive to general business and economic conditions in the United States. A host of factors beyond the Company's control could cause fluctuations in these conditions. Adverse conditions may include, recession, downturn or otherwise, local competition or changes in consumer taste. These adverse conditions could affect the Company's financial condition and the results of its operations.

***Income Taxes***

The Company complies with FASB ASC 740 for accounting for uncertainty in income taxes recognized in a company's financial statements, which prescribes a recognition threshold and measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. FASB ASC 740 also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. Based on the Company's evaluation, it has been concluded that there are no significant uncertain tax positions requiring recognition in the Company's financial statements. The Company believes that its income tax positions would be sustained on audit and does not anticipate any adjustments that would result in a material change to its financial position.

The Company is subject to taxes in both the State of Delaware and State of California.

*See independent accountant's review report.*

**AUDINK, INC.**  
**NOTES TO THE FINANCIAL STATEMENT**  
**DECEMBER 31, 2019 AND 2018**

**1. Summary of Significant Accounting Policies (continued)**

***Fair Value of Financial Instruments***

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants as of the measurement date. Applicable accounting guidance provides an established hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in valuing the asset or liability and are developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the factors that market participants would use in valuing the asset or liability. There are three levels of inputs that may be used to measure fair value:

- |         |                                                                                                                    |
|---------|--------------------------------------------------------------------------------------------------------------------|
| Level 1 | - Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets. |
| Level 2 | - Include other inputs that are directly or indirectly observable in the marketplace.                              |
| Level 3 | - Unobservable inputs which are supported by little or no market activity.                                         |

The fair value hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

Fair-value estimates discussed herein are based upon certain market assumptions and pertinent information available to management as of Inception. Fair values were assumed to approximate carrying values because of their short term in nature or they are payable on demand.

***Concentrations of Credit Risk***

From time to time cash balances, held at a major financial institution may exceed federally insured limits of \$250,000. Management believes that the financial institution is financially sound and the risk of loss is low.

***Revenue Recognition***

The Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the fee for the arrangement is fixed or determinable and collectability is reasonably assured. As of December 31, 2019 and 2018, the Company has yet to record revenue.

***Advertising Expenses***

The Company expenses advertising costs as they are incurred.

***Organizational Costs***

In accordance with FASB ASC 720, organizational costs, including accounting fees, legal fee, and costs of incorporation, are expensed as incurred.

*See independent accountant's review report.*

**AUDINK, INC.**  
**NOTES TO THE FINANCIAL STATEMENT**  
**DECEMBER 31, 2019 AND 2018**

**2. Summary of Significant Accounting Policies (continued)**

***New Accounting Pronouncements***

There are no recent accounting pronouncements that are expected to have a material impact on the Company's current financial statements or current financial position.

**3. Commitments and Contingencies**

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

**4. Convertible Notes**

The Company has issued two promissory notes. In 2018, one promissory note was issued for \$177,000 with 3.04% APR and a maturity date in 2023. In 2019, one promissory note was issued for a total of \$25,000, with 2.89% APR and a maturity date in 2024. In 2019, a portion of the \$177,000 promissory note was converted to 10,000 shares of Class B common stock.

**5. SAFE Obligations**

During 2019, the Company issued Simple Agreements for Future Equity ("SAFE"). The SAFE agreements have no maturity date and bear no interest. The SAFE agreements provide a right to the holder to future equity in the Company in the form of SAFE Preferred Stock. SAFE Preferred Stock are shares of a series of Preferred Stock issued to the investor in an equity financing, having identical rights, privileges, preferences and restrictions as the shares of standard Preferred Stock offered to non-holders of SAFE agreements other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the conversion price; and (ii) the basis for any dividend rights, which will be based on the conversion price. The number of shares issued to the holder is determined by either (1) the face value of the SAFE agreement divided by the price per share of the standard preferred stock issued, if the pre-money valuation is less than or equal to the valuation cap; or (2) a number of shares of SAFE Preferred Stock equal to the face value of the SAFE agreement divided by the price per share equal to the valuation cap divided by the total capitalization of the company immediately prior to an equity financing event. Total capitalization of the company includes all shares of capital stock issued and outstanding and outstanding vested and unvested options as if converted.

If there is a liquidity event (as defined in the SAFE agreements), the investor will, at their option, either (i) receive a cash payment equal to the face value of the SAFE agreement ("Purchase Amount") or (ii) automatically receive from the Company a number of shares of common stock equal to the Purchase Amount divided by the price per share equal to the valuation cap divided by the Liquidity Capitalization ("Liquidity Price") (as defined in the SAFE agreements). If there are not enough funds to pay the holders of SAFE agreements in full, then all of the Company's available funds will be distributed with equal priority and pro-rata among the SAFE agreement holders in proportion to their Purchase Amounts and they will automatically receive the number of shares of common stock equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

*See independent accountant's review report.*



**AUDINK, INC.**  
**NOTES TO THE FINANCIAL STATEMENT**  
**DECEMBER 31, 2019 AND 2018**

**5. SAFE Obligations (continued)**

If there is a dissolution event (as defined in the SAFE agreements), the Company will pay an amount equal to the Purchase Amount, due and payable to the investor immediately prior to, or concurrent with, the consummation of the dissolution event. The Purchase Amount will be paid prior and in preference to any distribution of any of the assets of the Company to holders of outstanding capital stock. If immediately prior to the consummation of the dissolution event, the assets of the Company legally available for distribution to all SAFE holders, are insufficient to permit the payment to their respective Purchase Amounts, then all of the assets of the Company legally available for distribution will be distributed with equal priority and pro-rata among the SAFE holders as a single class.

The SAFE agreements will expire and terminate upon either (i) the issuance of shares to the investor pursuant to an equity financing event or (ii) the payment, or setting aside for payment, of amounts due to the investor pursuant to a liquidity or dissolution event.

As of December 31, 2019, no SAFE agreements had been converted into equity, nor had any terminated or expired based on the terms of the agreements.

As of December 31, 2019 and 2018, the Company had \$36,000 and nil of SAFE obligations outstanding, with valuation caps of \$5,000,000.

The Company accounts for the SAFE agreements under ASC 480 (Distinguishing Liabilities from Equity), which requires that they be recorded at fair value as of the balance sheet date. Any changes in fair value are to be recorded in the statement of income. The Company has determined that the fair value at the date of issuance, and as of December 31, 2019 and 2018 are both consistent with the proceeds received at issuance, and therefore there is no mark-to-market fair value adjustments required, or reflected in income for the years ended December 31, 2019 and 2018.

**6. Equity**

***Common Stock***

Under the articles of organization, the Company has the authority to issue 3,684,666 shares of common stock, at a \$0.001 par value per share. The Company divided this into two different classes of common stock. Class A Voting common stock and Class B Non-Voting common stock.

The Company is authorized to issue up to 1,684,666 shares of Class A Voting common stock, at \$0.001 par. As of December 31, 2019, and 2018, the Company had 1,676,666 shares of Class A Voting common stock issued and outstanding. Each share of Class A Voting common stock is entitled to one vote.

The Company is authorized to issue up to 2,000,000 shares of Class B Non-Voting common stock, at \$0.001 par. As of December 31, 2019, the Company had 20,000 shares of Class B Non-Voting common stock issued and outstanding. As of December 31, 2018, the Company had 68,185 shares of Class B Non-Voting common stock issued and outstanding. The Company has reserved 417,136 shares of common stock for potential conversion of the outstanding SAFE Obligations and convertible promissory notes.

*See independent accountant's review report.*

**AUDINK, INC.**  
**NOTES TO THE FINANCIAL STATEMENT**  
**DECEMBER 31, 2019 AND 2018**

**7. Subsequent Events**

During 2020, the Company paid off all credit card debt in the amount of \$28,668.

Additionally, the Company took out a SBA EIDL loan in the amount of \$23,400. The loan carries an interest rate of 3.75% and all loan payments are deferred for one year.

The Company has evaluated subsequent events through July 24, 2020, the date through which the financial statement was available to be issued. It has been determined that no events require additional disclosure.

*See independent accountant's review report.*

**EXHIBIT B**

*Offering Page found on Intermediary's Portal.*



Company Name

Audios



Headline

Event speakers, no cables, no cable replacement costs, 80% less set up time



Tags

Black founders, Hardware, Music, Entertainment, Events

Pitch text

Summary

- Investors include Charles Huang, Co-Creator of Guitar Hero
- Investors include Andy Rachleff, Co-Founder of Benchmark & CEO Wealthfront
- 2 patents granted, 1 patent pending, 3 patents awaiting submission
- Rental & sales model that maxes profits, minimizes inventory & mfg costs
- 4 years spent perfecting the product; ready for manufacturing
- \$325k+ raised to date

- Great for social distancing: fewer staff/things to touch, COVID-19 friendly

## Problem

# Speaker cables are inconvenient and expensive

Cables are time-consuming, expensive, and need to be replaced every year.



## Time Consuming

80% more setup & breakdown time



## Expensive

\$50-\$200 per speaker



## Recurring Cost

\$1500/year Avg



We traveled around the country, interviewed and set up events alongside select customers. We found that the time and expenses associated with cables increase proportionately with the number of speakers used.

## Cable Expenses

|                           | Small              | Medium             | Large                     |
|---------------------------|--------------------|--------------------|---------------------------|
| Venue Type                | Wedding Party      | Smaller Venue Club | Corp. Event Trade Show    |
| People                    | 250                | 500+               | 1000+                     |
| Setup Time                | 1 hour             | 4-8 hours          | 2-4 days                  |
| # Speakers                | 4 speakers         | 16 speakers        | 132 speakers <sup>C</sup> |
| # Cables                  | 8 cables           | 32 cables          | 264 cables                |
| Initial Cost <sup>A</sup> | \$772 <sup>B</sup> | \$3,088            | \$25,476                  |
| Annual Cost <sup>D</sup>  | \$386              | \$1,544            | \$12,738                  |
| Total Cost (5yrs)         | <b>\$2,316</b>     | <b>\$9,264</b>     | <b>\$76,428</b>           |

<sup>A</sup> Retail price of Livewire 100 ft XLR cable is \$129 & Livewire 50 ft Power cable is \$64

<sup>B</sup> Each speaker requires 1x XLR & 1x Power cable, e.g. 4 speakers x (\$129 + \$64) = \$772

<sup>C</sup> 132 speakers quoted for PHP Agency Vision 2020 Tradeshow

<sup>D</sup> Cables are replaced throughout the year because they are damaged or lost. Customers interviewed indicated they replace ½ - ¾ of their xlr and power cables within 12 month period.

## Solution

# Audios loudspeakers save time and money

Audios wireless loudspeakers are cable-less, battery-powered, and don't require a Wi-Fi router or Bluetooth connection. **Anyone can set up an Audios system, exactly like the professionals do.**



**Zero Cables**

No initial cost



**Zero Replacements**

No recurring cost



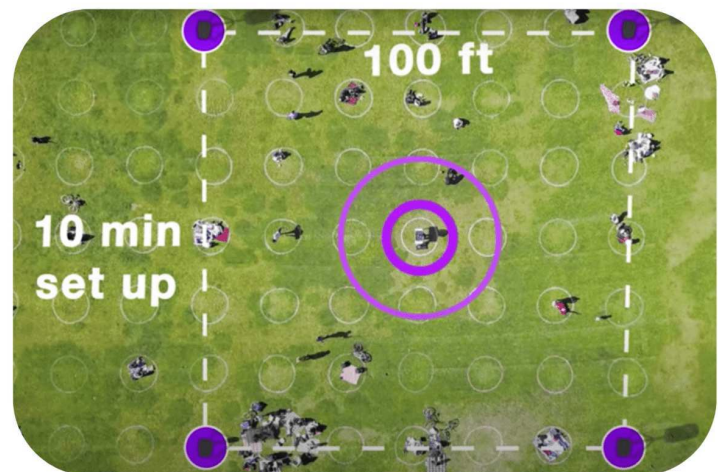
**Setup in Minutes**

80% less time



**300 Person  
Event**

1 hour set up  
reduced to  
10 - 12 minutes



Anyone using Audios can reduce the time and eliminate the expenses associated with setting up complicated cable systems.

Cable Expenses with Audios

|                   | Small         | Medium             | Large                  |
|-------------------|---------------|--------------------|------------------------|
| Venue Type        | Wedding Party | Smaller Venue Club | Corp. Event Trade Show |
| People            | 200           | 500                | 1000+                  |
| Setup Time        | 10-12 minutes | 48-96 minutes      | 9.6-19.2 hours         |
| Quantity          | 4 Speakers    | 16 Speakers        | 132 Speakers           |
| Total Cost (5yrs) | \$0           | \$0                | \$0                    |

Product

Set up like the pros with Audios wireless connectivity

At its core, Audios wireless connectivity technology offers convenience and cost savings by eliminating the need for cables.



Completely Cableless

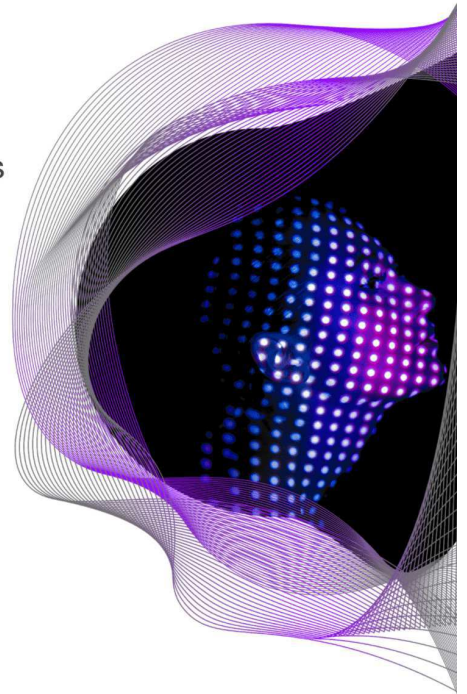
Audios is a fully cableless loudspeaker. It does not require a wireless router or Bluetooth.





## Connect Up to 16

Audios loudspeakers can automatically connects up to 16 and synchronize music.



## Hot Swappable Batteries

Audios batteries can be swapped while the loudspeaker is on and playing music.





## 100 ft Wireless Range

Audios loudspeakers can connect and stream synchronized audio at a distance of 100 ft.



## Perks



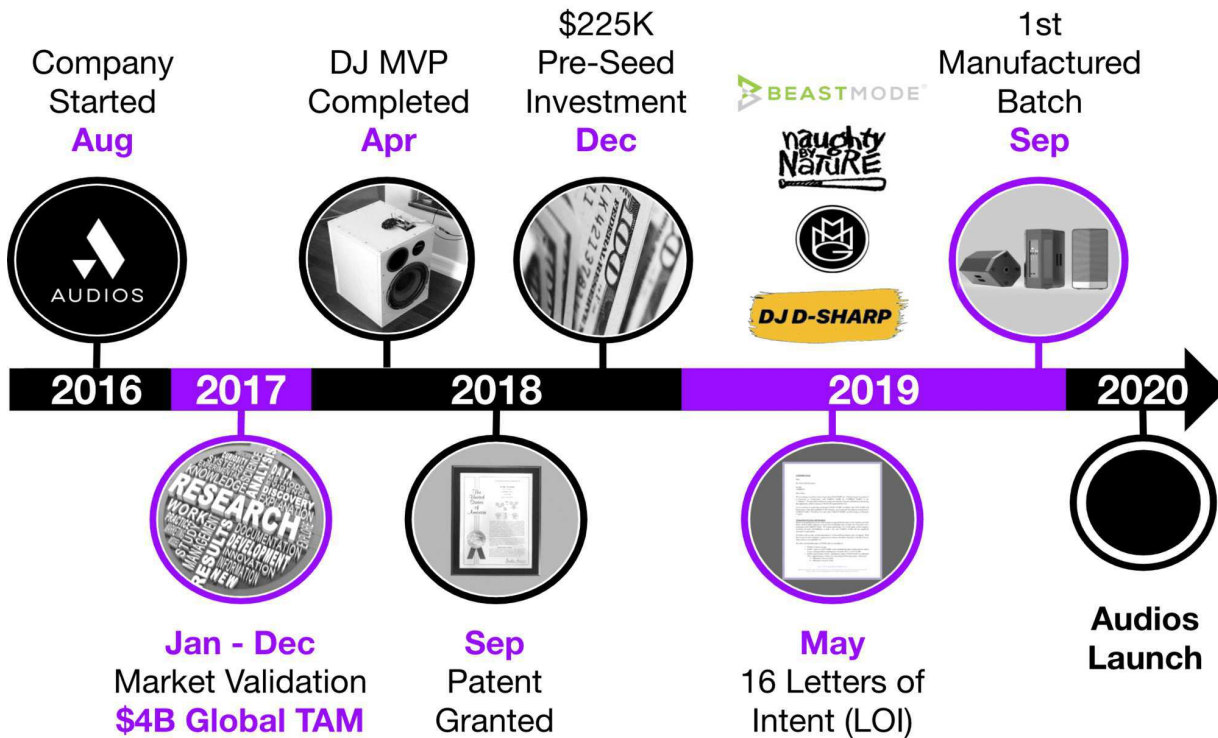
## Traction

### Product-Market-Fit verified, B2B partnerships established

Our investors verified we have achieved **product-market-fit**. We have **1 licensable patent granted**, 2 patents pending, and are in early discussions with a **Global 500 competitor** about **licensing our technology**. We also established **B2B partnerships** with Moor Productions in Miami, and PBE in Las Vegas to refine and execute our scalable business model.



Our initial R&D began in 2016. Since then, we've received a patent, a **\$225k+ pre-seed investment**, and **letters of intent** from artists and event and production companies across the U.S. such as **Naughty By Nature** and PBE.



As seen in:



DIGITAL  
TRENDS



BLAVITY



## Customers

**Audios is a great fit for anyone who needs sound amplification**

Our **target customers will expand** as we progress through several phases of our long term B2B and B2C rentals and sales strategy. The testimonials below are from current customers.



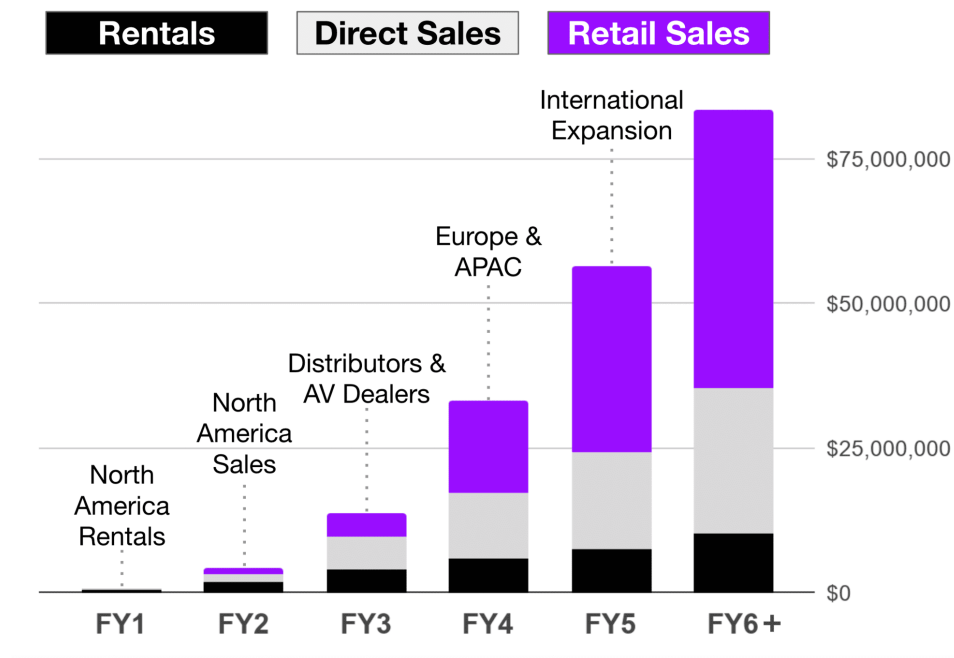
### Business Model

## A business model adapted to the COVID-19 new norm

**COVID-19** related shutdowns have drastically reduced or reversed speaker companies' growth because of limited events, declining sales, and high operating costs. **Audios, however, is in a perfect position to weather an extended shutdown, should it come.**

Many competitors have fixed operating expenses related to housing thousands of speakers and accessories in their inventory. In contrast, as long as social distancing and shutdowns are required, **Audios will operate lean and scale with demand by using a build-to-order sales strategy.** We will also use a **hybrid business model** that includes both rentals and sales broken down into multiple phases.





The goals are simple: **(1)** remain lean, **(2)** focus on customer retention in the North American loudspeaker market, and **(3)** scale on demand into the larger market segments post COVID.

Audios will start with speaker rentals as the rentals have high margins, require fewer upfront costs, and allow us to optimize for cash flow before we scale. With our business model, we project an initial ARR of \$50k/mo/city.

## Phase 1 Rentals

| 1 PAIR          |                                          | 20 PAIRS         |
|-----------------|------------------------------------------|------------------|
| \$200           | Revenue Per Pair                         | \$4000           |
| \$800           | Revenue Per Week<br>(Assuming 4 rentals) | \$16000          |
| <b>\$38,400</b> | Revenue Per Year                         | <b>\$832,000</b> |

Calculations are based on

\$200 pair of speakers x 4 days x 4 weeks x 12 months = \$38,400

## Market

### Targeting the \$27B wireless speaker market

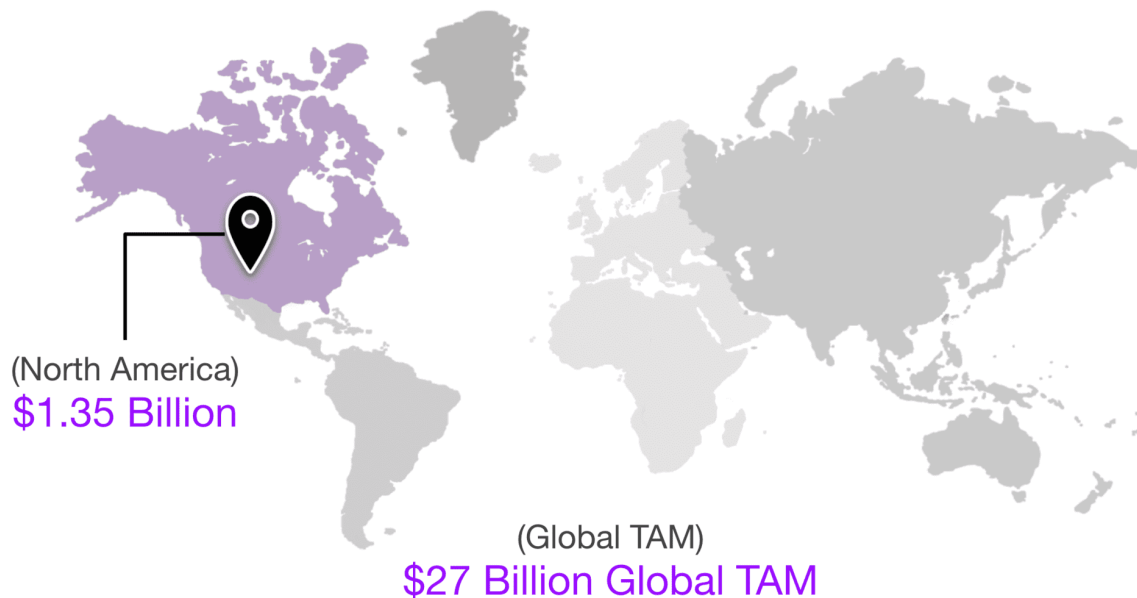
By 2023, the global wireless speaker market will reach \$27 billion, with a CAGR growth of over 17%. Audios will target the \$4B loudspeaker segment prior to expanding to the \$27B market.

As a result of **COVID-19**, we adjusted our **go-to-market** strategy to **(1)** remain lean, **(2)** focus on customer retention in the North American loudspeaker market prior to, **(3)** scaling and expanding into the larger market segments.

The \$1.35B+ North American loudspeaker market can be further broken down into a \$650M sales market and a \$700M rental market. We plan to focus on rentals prior to scaling via sales.

## Market Size

A \$1.35 billion loudspeaker SAM [North America]. That is \$650 million [sales] + ~\$700 million [rentals].



## Competition

### A complete audio solution

Audios is one of two large scale speaker companies that provides a completely wireless audio solution to venues. The speaker's range, battery life, battery size and audio power outpace competitors and is competitively priced.



|              | Sennheiser | SoundBoks | JBL        | Audios    |
|--------------|------------|-----------|------------|-----------|
| Audio Power  | 55 watts   | 216 watts | 500 watts  | 600 watts |
| Max Speakers | 20         | 5         | 2          | 16        |
| Range        | 300 ft     | 30 ft     | 30 ft      | 100 ft    |
| Battery Life | *0.6 hours | *1 hours  | No Battery | 7.6 hours |
| Battery Size | 63.36 Wh   | 99.8 Wh   | -          | 760 Wh    |
| Retail Price | \$3000     | \$999     | \$449      | \$999     |

\*Battery life calculations are based on 100 watt output  
Ex: 63.36 Wh ÷ 100 watts = 0.63 hours

We also have a competitive advantage in our defensive and licensable patent(s).

## Patents

| Granted                                                                                                             | Pending                                                                                                         | Provisional                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
|  <p><b>Connection Method</b></p> |  <p><b>Speaker Mesh</b></p> |  <p><b>Smart Battery</b></p> |

## Vision

### Our long term vision extends beyond speakers

Audios is committed to achieving long-term growth and becoming a leader in the professional audio industry. By reaching our fundraising goal, we plan to expand operations, which will increase our brand presence, direct and retail sales globally.

Our long term vision is to expand beyond the commercial audience and develop a consumer product line featuring speakers, headphones, and smart home devices.

## Consumer Products



### Investors

## Backed by investors with proven track records

Our lead investor is **Charles Huang**, the co-creator of the **Guitar Hero**, one of the top-selling video game franchises of all time which has **grossed over 4 billion dollars**.

*"Innovations in the way that people consume music are frequently billion-dollar opportunities ... [Audios has] patented technologies that I think can improve, not just speakers, but smart home products and smart office products as well."*

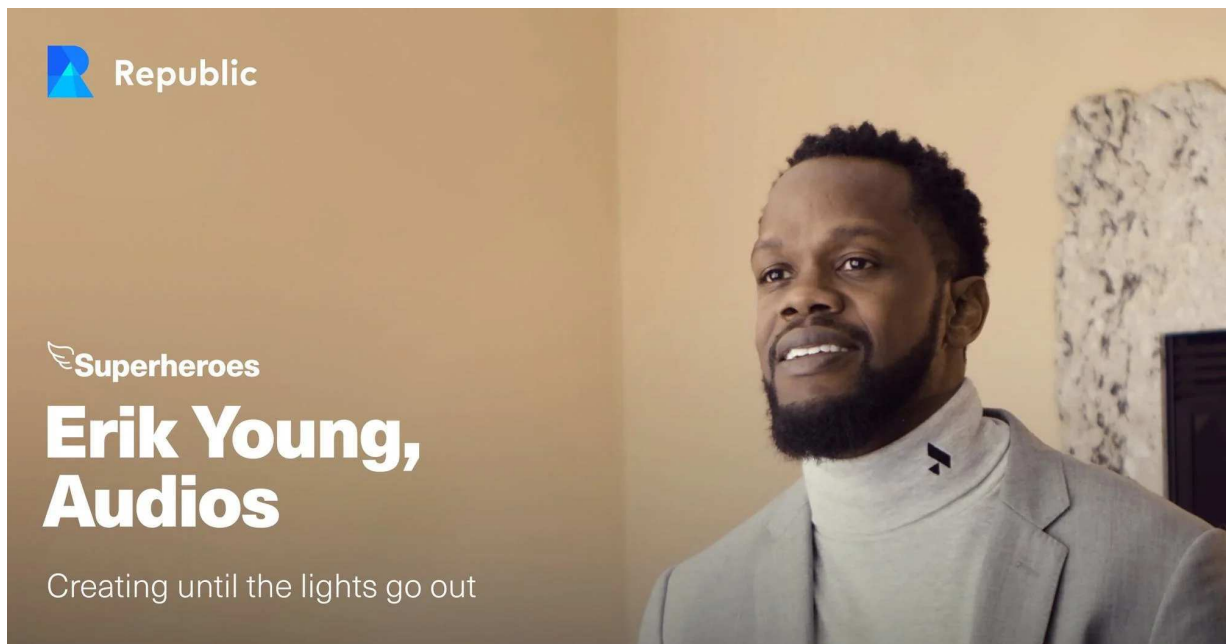
- **Charles Huang**

Our co-lead Investor is **Andy Rachleff**, the co-founder of **Benchmark** and founder and CEO of **Wealthfront**. He is also well known for coining the term product-market fit.

Andy's firm invested \$6.7 million in **eBay for 22.1% ownership** and \$12 million in **Uber for 11% ownership**. The Uber investment is now worth \$7 billion.

### Founders

## Our founders have years of experience in tech



Our founders collectively have **15 patents and 30+ years of combined experience** building hardware products.

### **Erik's Story**

### **The Audios Team**



**Team**

|                                                                                     |                   |                               |                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------|-------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | Erik Young        | Co-Founder, CEO               | Erik gained his expertise as an embedded engineer at HP for 6.5 years. To date, he has 5 patents, 2 paper publications, and 12 years experience building hardware products.                                                                            |
|    | David Engler      | Co-Founder, CFO               | David gained his expertise as an hardware engineer at HP for 23 years. To date, he has 14 patents, and 30 years experience building hardware products.                                                                                                 |
|    | Ashley Johnson    | Advisor - Finance             |                                                                                                                                                                                                                                                        |
|    | Jonathan Speed    | Advisor - Finance             |                                                                                                                                                                                                                                                        |
|    | Dan Wiggins       | Advisor - Audio               | Dan is the CEO and founder of Periodic Audio. He was also a principle Audio Engineer at Sonos and apart of the team that created the Sonos PLAY:1. He has 22 patents and designed the Audios speaker drivers to ensure the audio quality is top-notch. |
|  | Charles Huang     | Advisor                       | Charles is an Angel investor and the co-creator of the world famous video game Guitar Hero. Within the first 3 years Guitar Hero grossed well over \$1.85 billion dollars.                                                                             |
|  | Andy Rachleff     | Advisor                       | Andy is the creator of the term 'product-market-fit'. He is also the CEO and founder of Wealthfront as well as the Co-Founder of Benchmark Capital which manages nearly \$3 billion in committed capital.                                              |
|  | Sherrie Perkovich | Marketing                     |                                                                                                                                                                                                                                                        |
|  | Wai Lim           | Contractor: Industrial Design |                                                                                                                                                                                                                                                        |
|  | Jared Huang       | Contractor: Manufacturing     |                                                                                                                                                                                                                                                        |

**Perks**

|                  |                                                                                                                                                                                 |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>\$100</b>     | Listed as early investor on Audios webpage (optional)                                                                                                                           |
| <b>\$250</b>     | Listed as early investor on Audios webpage (optional) \$100 discount on purchase of Audios speaker                                                                              |
| <b>\$500</b>     | Listed as early investor on Audios webpage (optional) \$100 discount on purchase Audios speaker Audios Fitness Apparel Audios Water Bottle                                      |
| <b>\$1,000</b>   | Listed as early investor on Audios webpage (optional) \$200 discount on purchase Audios speaker Audios Fitness Apparel Audios Power Bank Audios Water Bottle                    |
| <b>\$2,500</b>   | Listed as early investor on Audios webpage (optional) \$400 discount on purchase Audios speaker Audios Fitness Apparel Audios Power Bank Audios Water Bottle Audios Neck Pillow |
| <b>\$5,000</b>   | Listed as early investor on Audios webpage (optional) 1x Audios Speakers Audios Fitness Apparel Audios Power Bank Audios Water Bottle Audios Neck Pillow                        |
| <b>\$10,000</b>  | Listed as early investor on Audios webpage (optional) 2x Audios Speakers Audios Fitness Apparel Audios Power Bank Audios Water Bottle Audios Neck Pillow                        |
| <b>\$25,000</b>  | Listed as early investor on Audios webpage (optional) 4x Audios Speakers Audios Fitness Apparel Audios Power Bank Audios Water Bottle Audios Neck Pillow                        |
| <b>\$50,000</b>  | Listed as early investor on Audios webpage (optional) 4x Audios Speakers Audios Fitness Apparel Audios Power Bank Audios Water Bottle Audios Neck Pillow                        |
| <b>\$75,000</b>  | Listed as early investor on Audios webpage (optional) 4x Audios Speakers Audios Fitness Apparel Audios Power Bank Audios Water Bottle Audios Neck Pillow                        |
| <b>\$100,000</b> | Listed as early investor on Audios webpage (optional) 4x Audios Speakers Audios Fitness Apparel Audios Power Bank Audios Water Bottle Audios Neck Pillow                        |

**FAQ**

|                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How do the speakers connect to each other without a wireless router or Bluetooth?</b> | Audios loudspeakers don't need to connect to a wireless router to operate (i.e. like a smart speaker). It also doesn't require a Bluetooth connection. Instead Audios loudspeakers build their own independent wireless network and connect to each other directly (e.g. a mesh network).                                                                                                                                                                 |
| <b>Can I use cables to connect to the speakers?</b>                                      | Yes, Audios loudspeakers are fully redundant. This means they support all the conventional ways of connecting, including cables and Bluetooth. XLR, 1/4 inch, and RCA cable connections are supported at the time of this writing.                                                                                                                                                                                                                        |
| <b>Can I use Bluetooth to connect to the speakers?</b>                                   | Yes, Audios loudspeakers are fully redundant. This means it supports all the conventional ways of connecting, including cables and Bluetooth. Audios loudspeakers support Bluetooth 5.0.                                                                                                                                                                                                                                                                  |
| <b>What is the price per speaker?</b>                                                    | The retail price hasn't been finalized, but it will be competitively priced with well-known brands like Bose and JBL.                                                                                                                                                                                                                                                                                                                                     |
| <b>What is the battery life?</b>                                                         | <p>The battery life varies and depends on the number of batteries installed and volume (i.e. audio output power). Our target battery life at full power 1200 watts is 4-12 hours. In most cases, the speaker won't consume 1200 watts and thus will equate to longer battery life.</p> <p>To put the output power into perspective, a typical Bluetooth speaker at full power is about 20 watts, compared to a loudspeaker like Audios is 1200 watts.</p> |

## **EXHIBIT C**

### *Form of Security*

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

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

**Audink Inc.**

**Crowd SAFE**  
**(Crowdfunding Simple Agreement for Future Equity)**

**Series 2020**

THIS CERTIFIES THAT in exchange for the payment by [Investor Name] (the “**Investor**”, and together with all other Series 2020 Crowd SAFE holders, “**Investors**”) of \$[ ] (the “**Purchase Amount**”) on or about [Date of Crowd SAFE], Audink Inc., a Delaware corporation (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s Capital Stock (defined below), subject to the terms set forth below.

The “**Discount**” is 25%.

The “**Valuation Cap**” is \$8,000,000.

See Section 2 for certain additional defined terms.

**1. Events**

(a) **Equity Financing.**

(i) If an Equity Financing occurs before this instrument terminates in accordance with Sections 1(b)-(d) (“**First Equity Financing**”), the Company shall promptly notify the Investor of the closing of the First Equity Financing and of the Company’s discretionary decision to either (1) continue the term of this Crowd SAFE without converting the Purchase Amount to Capital Stock; or (2) issue to the Investor a number of shares of the CF Shadow Series of the Capital Stock (whether Preferred Stock or another classes issued by the Company) sold in the First Equity Financing. The number of shares of the CF Shadow Series of such Capital Stock 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 Company elects to continue the term of this Crowd SAFE past the First Equity Financing and another Equity Financing occurs before the termination of this Crowd SAFE in accordance with Sections 1(b)-(d) (each, a “**Subsequent Equity Financing**”), the Company shall promptly notify the Investor of the closing of the Subsequent Equity Financing and of the Company’s discretionary decision to either (1) continue the term of this Crowd SAFE without converting the Investor’s Purchase Amount to Capital Stock; or (2) issue to the Investor a number of shares of the CF Shadow Series of the Capital Stock (whether Preferred Stock or another class issued by the Company) sold in the Subsequent Equity Financing. The number of shares of the CF Shadow Series of such Capital Stock shall 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 will, at its option, either (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company a number of shares of Class B Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option. In connection with this Section 1(b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Crowd SAFEs (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Purchase Amounts.

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

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

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

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

## 2. Definitions

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

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

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

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

**“Common Stock”** means common stock, par value \$0.001 per share, of the Company, including Class A and Class B Common Stock.

**“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 Company’s creditors, (iii) the commencement of a case (whether voluntary or involuntary) seeking relief under Title 11 of the United States Code (the “Bankruptcy Code”), or (iv) any other

liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

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

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

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

**“Intermediary”** means OpenDeal Portal LLC, a registered securities crowdfunding portal CRD#283874, or a qualified successor.

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

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

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

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

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

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

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



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

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

### **3. *Company Representations***

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

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

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

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

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

(f) The Company is (i) not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act, (ii) not an investment company as defined in Section 3 of the Investment Company Act of 1940 (the “**Investment Company Act**”), and is not excluded from the definition of investment company by Section 3(b) or Section 3(c) of the Investment Company Act, (iii) not disqualified from selling securities

under Rule 503(a) of Regulation CF, (iv) not barred from selling securities under Section 4(a)(6) of the Securities Act due to a failure to make timely annual report filings, (vi) not planning to engage in a merger or acquisition with an unidentified company or companies, and (vii) organized under, and subject to, the laws of a state or territory of the United States or the District of Columbia.

(g) The Company has, or will shortly after the issuance of this instrument, engage a transfer agent registered with the U.S. Securities and Exchange Commission to act as the sole registrar and transfer agent for the Company with respect to the Crowd SAFE.

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

#### **4. *Investor Representations***

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

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

(c) The Investor is purchasing this instrument and the securities to be acquired by the Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. 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 acknowledges, and is purchasing this instrument in compliance with, the investment limitations set forth in Rule 100(a)(2) of Regulation CF, promulgated under Section 4(a)(6)(B) of the Securities Act.

(e) The Investor acknowledges that the Investor has received all the information the Investor has requested from the Company and the Investor considers necessary or appropriate for deciding whether to acquire this instrument and the underlying securities, and the Investor represents that the Investor has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of this instrument and the underlying securities and to obtain any additional information

necessary to verify the accuracy of the information given to the Investor. In deciding to purchase this instrument, the Investor is not relying on the advice or recommendations of the Company or of Republic.co and the Investor has made its own independent decision that an investment in this instrument and the underlying securities is suitable and appropriate for the Investor. The Investor understands that no federal or state agency has passed upon the merits or risks of an investment in this instrument and the underlying securities or made any finding or determination concerning the fairness or advisability of this investment.

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

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

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

(i) If the Investor is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Investor hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation, subscription and payment for, and continued ownership of, its beneficial interest in the Crowd SAFE and the underlying securities will not violate any applicable securities or other laws of the Investor's jurisdiction, including (i) the legal requirements within its jurisdiction for the subscription and the purchase of its beneficial interest in the Crowd SAFE; (ii) any foreign exchange restrictions applicable to such subscription and 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 Crowd SAFE and the underlying securities. The Investor acknowledges that the Company has taken no action in foreign jurisdictions with respect to the Crowd 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 Agreement; (ii) the execution, delivery and performance by the Investor of the Agreement 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 the Agreement 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 Form C and the offering documentation filed with the SEC.

(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.

## ***5. Transfer Restrictions.***

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

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

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

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

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

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

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

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

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

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

## **6. *Miscellaneous***

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

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

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

addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

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

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

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

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

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

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

(j) The parties acknowledge and agree that for United States federal and state income tax purposes this Crowd 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 Crowd 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).

*(Signature page follows)*

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

**AUDINK INC.**

By:

Name: Erik Young

Title: CEO, President

Address: 925B Peachtree St NE

Ste 2017, Atlanta, GA 30309-3918

Email: erik.young@audios.com

**INVESTOR:**

By:

Name:

## Exhibit A – CF Shadow Share Proxy

### Irrevocable Proxy

Reference is hereby made to a certain Crowdfunding Simple Agreement for Future Equity (the “**Crowd SAFE**”) dated \$crowd\_safe\_date\$ between Audink Inc., a Delaware corporation (the “**Company**”) and \$investor\_name\$ (“**Stockholder**”). In connection with a conversion of Stockholder’s investment in the Crowd SAFE into Capital Stock of a CF Shadow Series (as defined in the Crowd SAFE) pursuant to the Crowd SAFE, the Stockholder and OpenDeal Portal LLC (the “**Intermediary**”) as another holder of Capital Stock of a CF Shadow Series hereby agree as follows:

#### 1) Grant of Irrevocable Proxy.

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

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

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

- a) The Stockholder has the all necessary rights, power and authority to execute, deliver and perform his obligations under this Irrevocable Proxy. This Irrevocable Proxy has been duly executed and delivered by the Stockholder and constitutes such Stockholder’s legal and valid obligation enforceable against the Stockholder in accordance with its terms.



- b) The Stockholder is the record owner of the Shares listed under the name on this Appendix A and the Stockholder has plenary voting and dispositive power with respect to such Shares; the Stockholder owns no other shares of the capital stock of the Company; there are no proxies, voting trusts or other agreements or understandings to which such Stockholder is a party or bound by and which expressly require that any of the Shares be voted in any specific manner other than pursuant to this irrevocable proxy; and the Stockholder has not entered into any agreement or arrangement inconsistent with this Irrevocable Proxy.
- 4) **Equitable Remedies.** The Stockholder acknowledges that irreparable damage would result if this Irrevocable Proxy is not specifically enforced and that, therefore, the rights and obligations of the Intermediary may be enforced by a decree of specific performance issued by arbitration pursuant to the Crowd SAFE, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, not be exclusive and shall be in addition to any other remedies that the Intermediary may otherwise have available.
- 5) **Defined Terms.** All terms defined in this Irrevocable Proxy shall have the meaning defined herein. All other terms will be interpreted in accordance with the Crowd SAFE.
- 6) **Amendment.** Any provision of this instrument may be amended, waived or modified only upon the written consent of the (i) the Stockholder and (ii) the Intermediary.
- 7) **Assignment.**
- a) In the event the Stockholder wishes to transfer, sell, hypothecate or otherwise assign any Shares, the Stockholder hereby agrees to require, as a condition of such action, that the counterparty or counterparties thereto must enter into a proxy agreement with the Intermediary substantially identical to this Irrevocable Proxy.
- b) The Intermediary may transfer its rights as Holder under this instrument after giving prior written notice to the Stockholder.
- 8) **Severability.** In the event any one or more of the terms or provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the terms or provisions of this instrument operate or would prospectively operate to invalidate this instrument, then such term(s) or provision(s) only will be deemed null and void and will not affect any other term or provision of this instrument and the remaining terms and provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

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

**INVESTOR:**

By:

Name:

Date

**INTERMEDIARY:**

By:

Name: Authorized Signatory, OpenDeal Portal  
LLC d/b/a Republic

Date

## **EXHIBIT D**

### *Video Transcript*

## **Audios**

### **Video Transcripts**

#### **Main Video**

At Audios, our engineers have created a breakthrough in wireless loudspeakers. We developed a new way to experience sound. Audios. The future of loudspeakers.

Hi, I'm Erik Young, the co-founder and CEO of Audios and we're building the first fully wireless loudspeakers for venues and event spaces. With Audios all you have to do is place the speakers where you want them and press the power button. The speakers automatically build their own wireless network, connect to each other and start streaming. That means you have zero cables and zero cable replacements. A 300-person event that would take one hour to set up only takes 10 minutes with Audios.

In a Covid-19 world, where social distancing is the norm, Audios takes center stage. Our speakers are cableless, battery powered and support up to 16 speakers at a distance of 100 feet each. Allowing you to place the speakers where you need them to be. Anytime, anywhere, indoor or outdoor.

Hi, I'm Charles Huang, one of the co-creators of Guitar Hero, one of the top selling video game franchises of all time, having grossed over \$4 billion dollars. Innovations that improve the way people consume music are frequently billion dollar opportunities (since before the days of the Apple iPod). Because people all over the world just love to consume more music.

Music makes almost any group gathering a better experience. But it's such a pain to set up with cables and everything. That's why it's so great that Audios has solved this problem for everyone. Audios has been granted some very clever patent technologies that I think can improve not just speakers but smart home products and smart office products as well.

Audios. The future of loudspeakers.

#### **Video - The Problem**

The problem that Audios is solving is the cables. Because cables are time consuming. It takes 80% more time to set up with cables versus wireless. Cables are expensive. They cost \$1 dollar per foot per speaker. The average cable length is about 100 feet. So that's at least \$100 dollar cable for every speaker that you see around the building or a venue. Cables have to be replaced every year, so its just like when you have a set of headphones and the earpiece stops working. The problem is a shortage in the cable. People in this industry have the same problem. They have to replace their cables every single year.

#### **Video - The Solution**

The solution is Audios Wireless Loudspeakers. With Audios, all you have to do is place the loudspeaker where you want it and press the power button. The speakers automatically build their own wireless network, connect to each other and start streaming. That means you have zero cables and equals zero cable replacements. For a 300-person event space that would take about an hour to set up, it only takes 10 minutes with Audios.

## **Videos – Customers**

### **Video 1: Moor Productions Testimonial**

Hello everyone, it's your boy DJ El Cumacho of Moor Productions coming to you live from the garage. I wanted to talk to you guys a little bit Audios and how it has been a game-changer for me and for my business. The first reason is that we do a lot of weddings, corporate parties, birthdays, Bar mitzvahs, sweet-16s...you name it. They need a DJ or other event services. We are one of the top DJ event companies in south Florida.

Some of the reasons why Audios has been a game changer for us is number one, it is completely cableless and I'm not talking Bluetooth, I mean cableless. I've been wanting cableless speakers, for someone to come out with something like this forever. We've been DJing for over 10 years now and this is the very first product that we've come across that has been able to maximize not only our time, the sound quality is great.

Also, while I'm speaking to clients, I'm able to offer them different set up options versus your traditional set up of our façade here and our DJ board there with speakers to the left and to the right. Because of the cables we were at a stand still as how strategic we could be about setting up speakers but with Audios there is no limit to where and how we can set up. We can go second floor, third floor, we can put a speaker all the way in the back corner.

Without cables, anything is possible. Once again my name is DJ El Cumacho, down here in Miami Florida. Stay tuned and go get em.

### **Video 2: DJ D Sharp Testimonial**

DJ D Sharp right here telling you about Audios. It is the best thing to happen to DJs brothers. I'm telling you like this, check it out. You set up, you rock, you plug in. Wait a minute, no, you don't plug in, you don't even need plugs, what am I talking about? You just go wireless. Its all wireless. The sound quality is amazing. You feel the base. You feel the highs. The crowd is going to love it. I can come rock. Set these up. 300 plus people and its going to be amazing. I urge all DJs to rock with Audios man. It's the wave of the future. No plugs! It's easy!

### **Video 3: DJ WEi Testimonial**

Hey this is Wei Chan, DJ WEi, I DJ here at major venues here in SF. I also help produce major events, indoor and outdoor. Whenever we do outdoor events, I need something that is durable, that's easy to use, quick to set up, and Audios loudspeakers does that for me.

## **Video – Meet the Investors**

In regards to our team, between my co-founder David and I we have 15 patents and over 30 combined years of building hardware products. One of our advisors and now lead investor is the creator of Guitar Hero (Charles Huang). He's been teaching us how to deliver product and he's going to give us access to stores like Best Buy and Sam Nash.

Dan Wiggins was a principal audio engineer at Sonos. We was really famous for being on the team that developed the Sonos Play:1. He is making sure that the audio quality is top notch.

And of course Ashley Johnson and Jonathan Speed are beasts in business and finance. They have been mentoring us on the business side of things.

Last, but not least is Any Rachleff. Andy is famous for being a co-founder of Benchmark Capital. They invested in eBay and Uber. But I think he's most famous for being the current CFO of Wealthfront and creating the concept of product-market-fit. So who better to teach me about product-market-fit.

So I'm very excited about our team and I think that Audios is in extremely good hands.

## **Video – Erik's Story**

My story is a little different than the average Silicon Valley founder. Particularly because I grew up in an area where people were more focused on criminal activity. So growing up I didn't want to be a rapper like Lil' Wayne or an athlete like Michael Jordan. I aspired to be like our neighborhood hero, Skeet.

Growing up, a lot of things happened. Long story short, I avoided getting in a lot of trouble and that's when my dad came to me and he said son, you have a brain. I want you to be somebody. Promise me that you'll go to college. It's too late for us. We've got felonies. It's too late for your homeboys, they have felonies. But it's not too late for you. You have a brain and you can be somebody.

So I listened to my dad and I enrolled in Valencia Community College, got my Associates Degree and transferred to the University of Central Florida where I got my Computer Engineering Degree. That year NSBE came into town. That's the National Society of Black Engineers. So I interviewed with HP and was hired on the spot, and I moved to Houston. The rest is history.

I have a burning desire to invent and create. I began to average one patent granted per year for my entire career at HP. When I left HP, that was the beginning of Audios.