

Form C

Cover Page

Name of issuer:
Immersed Inc.

Legal status of issuer:
Form: Corporation
Jurisdiction of Incorporation/Organization: DE
Date of organization: 1/4/2017

Physical address of issuer:
PO Box 40681
Austin TX 78704

Website of issuer:
<https://immersedvr.com>

Name of intermediary through which the offering will be conducted:
Wfunder Portal LLC

CIK number of intermediary:
0001670254

SEC filer number of intermediary:
007-00033

CRD number, if applicable, of intermediary:
283503

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 this offering, including the amount of referral and any other fees associated with the offering:
4.0% of the offering amount upon a successful funding, and be entitled to reimbursement for out-of-pocket third party expenses it pays or incurs on behalf of the issuer in connection with the offering.

Any other direct or indirect interest in the issuer held by the intermediary, or any arrangement for the intermediary to acquire such an interest:
No

Type of security offered:
 Common Stock
 Preferred Stock
 Debt
 Other

If Other, describe the security offered:
Target number of securities to be offered:
56,416

Price:
\$4.43131

Method for determining price:
Dividing pre-money valuation \$60,000,000.00 by number of shares outstanding on fully diluted basis, assuming SAFEs and Convertibles convert to equity.

Target offering amount:
\$249,996.79

Oversubscriptions accepted:
 Yes
 No

If yes, disclose how oversubscriptions will be allocated:
 Pro-rata basis
 First-come, first-served basis
 Other

If other, describe how oversubscriptions will be allocated:
As determined by the issuer

Maximum offering amount (if different from target offering amount):
\$3,930,000.00

Deadline to reach the target offering amount:
4/30/2022

NOTE: If the sum of the investment commitments does not equal or exceed the target offering amount at the offering deadline, no securities will be sold in the offering. Investment commitments will be canceled and committed funds will be returned.

Current number of employees:
16

Term Assets	Most recent fiscal year-end:	Prior fiscal year-end:
Cash & Cash Equivalents	\$1,998,379.00	\$16,128.00
Access Pre-revenue	\$154,000.00	\$16,000.00
Short-term Debt	\$2,336,407.00	\$89,749.00
Long-term Debt	\$1,722,376.00	\$0.00
Revolving/Line:	\$38,036.00	\$6,015.00
Cost of Goods Sold:	\$0.00	\$0.00
Taxes Paid	\$0.00	\$0.00
Net income:	(\$390,974.00)	(\$469,270.00)

Offering Statement

Respond to each question in each paragraph of this part. Set forth each question and any notes, but not any instructions thereto, in their entirety. If disclosure in response to any question is responsive to one or more other questions, it is not necessary to repeat the disclosure. If a question or series of questions is impossible or the response is available elsewhere in the Form, either state that it is impossible or include a cross-reference to the responsive disclosure, or omit the question or series of questions.

Be very careful and precise in answering all questions. Give full and complete answers so that they are not misleading under the circumstances involved. Do not discuss any future performance or other anticipated event unless you have a reasonable basis to believe that it will actually occur within the foreseeable future. If any answer requiring significant information is materially incomplete, inaccurate or misleading, the Company, its management and principal shareholders may be liable to investors based on that information.

THE COMPANY

1. Name of issuer:
Immersed Inc.

COMPANY ELIGIBILITY

2. Check this box to certify that all of the following statements are true for the issuer.

- Organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia.
- Not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934.
- Not an investment company registered or required to be registered under the Investment Company Act of 1940.
- Not ineligible to rely on this exemption under Section 4(a)(6) of the Securities Act as a result of a disqualification specified in Rule 503(c) of Regulation Crowdfunding.
- Not required by the Commission and provided to investors, to the extent required, the ongoing annual reports required by Regulation Crowdfunding (or for such shorter period that the issuer was required to file such reports).
- Not a foreign state company that (a) has no specific business plan or (b) has indicated that its foreign plan to engage in a merger or acquisition with an unidentified company or company.

INSTRUCTION TO QUESTION 2: If any of these statements are not true, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

3. Has the issuer or any of its predecessors previously failed to comply with the ongoing reporting requirements of Rule 202 of Regulation Crowdfunding?

Yes No

DIRECTORS OF THE COMPANY

4. Provide the following information about each director (and any persons occupying a similar status or performing a similar function) of the issuer.

Director	Principal Occupation	Main Employer	Year Joined as Director
Ranjit Bijoy	CEO	Immersed Inc.	2017

For three years of business experience, refer to [Appendix D: Director & Officer Work History](#).

OFFICERS OF THE COMPANY

5. Provide the following information about each officer (and any persons occupying a similar status or performing a similar function) of the issuer.

Officer	Positions Held	Year Joined
Ranjit Bijoy	CEO	2017

For three years of business experience, refer to [Appendix D: Director & Officer Work History](#).

PRINCIPAL SECURITY HOLDERS

6. Provide the name and ownership level of each person, as of the most recent practicable date, who is the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power.

Name of Holder	No. and Class of Securities Now Held	% of Voting Power
Ranjit Bijoy	4000000.0 Common Shares	75.2

INSTRUCTION TO QUESTION 6: The above information must be provided as of a date that is no more than 180 days prior to the date of filing of this offering statement.

This section must contain information that includes the name of each person who directly or indirectly has or shares the voting power, which includes the power to vote or to direct the voting of such securities. If the person has the right to acquire voting power of such securities within 60 days, including through the exercise of any option, warrant or right, the conversion of securities, or other arrangement, or if securities are held by a member of the family through corporations or partnerships, or otherwise in the name of another, it must allow a person to direct or control the voting of the securities (or the right to vote such securities) — even if the securities are not held directly by the individual or the family member. The term "beneficial owner" means a person who is the record owner of the "Holder of record Class of Securities Now Held." To reduce less outstanding voting equity securities, assume all outstanding options are exercised and all outstanding convertible securities converted.

BUSINESS AND ANTICIPATED BUSINESS PLAN

7. Describe in detail the business of the issuer and the anticipated business plan of the issuer. For a description of our business and our business plan, please refer to the attached Appendix A, Business Description & Plan.

INSTRUCTION TO QUESTION 7: You must provide your company's "Refinable profile" as an appendix (Appendix A) to the Form C in 102A format. The submission will include all 102A items and "Refinable" links in an unstructured format. All relevant links are needed.

This means that any information provided in your "Refinable profile" will be provided to the SUC in response to this question. As a result, your company will be potentially liable for representations and warranties made in the profile, which may be relied upon by investors. The Refinable profile is a summary of your business and investment highlights. Please note your Refinable profile capability to ensure it provides all material information, is not false or misleading, and does not omit any information that would cause the information included to be false or misleading.

RISK FACTORS

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 issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.

The U.S. Securities and Exchange Commission 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.

8. Discuss the material factors that may affect an investment in the issuer speculative or risky:

Since we are currently only available on the Oculus Quest and Quest 2 (with a couple more headset integrations currently underway), we're currently relying on Facebook/HTC/Microsoft for distribution, but we are planning to be on even more devices in the future.

The long-term success of Immersed will depend on the tech giants continuing to spend billions of dollars into research and development for the next generation of computing devices (VR headsets or AR glasses). We believe it is inevitable, but this is still technically an assumption.

Headset manufacturers can technically limit the capabilities allowed for developers (like ourselves) to access for the proliferation of our product, but this is why it's important to diversify the platforms we are on.

The cost of VR hardware can potentially take several years to come down for it to be accessible for the broader mass market. The Oculus Go (\$150), was a good first start to show it's possible, but we will see what the future headset pricing points look like.

Most VR App Stores are primarily made up of gamers who generally don't like paying for subscriptions, but Immersed is a productivity app that requires a subscription. But as far, we've been successful at conveying the message that it is not a game, and instead, it helps users be more productive.

If remote work does not continue to increase, that puts a limit on the number of users Immersed could acquire, but given the current pandemic with COVID and the significant increase in remote work, this is unlikely.

The SEC recently approved amendments to Regulation Crowdfunding in which the funding limit for crowdfunding issuers will be increased from \$1.07 million during a 12-month period to \$2.14 million. These amendments will take effect 60 days after the publication in the Federal Register. The Company reserves the right to increase the Maximum Fundraise Target once such amendments take effect. If the Company increases the Maximum Fundraising Target, investments made prior to such limit increase may be diluted accordingly.

There is no existing market for our securities and we do not know if one will develop to provide you with adequate liquidity. Even if a market does develop following this offering, the stock prices in the market may not exceed the offering price. We cannot assure you that an active trading market for our securities will develop following this offering, or if it does develop, it may not be maintained. Our stock may be subject to substantial price and volume fluctuations due to a number of factors, many of which are beyond our control and may prevent our stockholders from reselling our securities at a profit.

The market price of our securities is indeterminable because there is no existing market for our securities, and will be highly volatile and will fluctuate substantially due to many factors, including:

- market acceptance of our product;
- market conditions in the technology sector or the economy as a whole;
- announcements of the introduction of new products by us or our competitors;
- product development milestones;
- our ability to protect our intellectual property;
- litigation or any product liability allegations, investigation or claims;

- additions or departures of key personnel;
- developments concerning current or future strategic collaborations; and
- discussion of us or our stock price by the financial and scientific press and in online investor communities.

Our management will have considerable discretion over the use of proceeds from this offering. You will not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used in a manner which you may consider appropriate. Our management may invest a portion or all of the net proceeds from this offering in ways that our stockholders do not believe that might not yield a favorable return. The failure by our management to employ these funds effectively could harm our business. Furthermore, you will have no direct say on how our management allocates the net proceeds of this offering. Until the net proceeds are used, they may be placed in investments that do not produce significant income or that may lose value.

We have never declared or paid cash dividends on our securities. We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends in the foreseeable future.

Our significant stockholders may exert a substantial influence on actions requiring a stockholder vote, potentially in a manner that you do not support. Our founder, Ronit Dijay, and our significant stockholder, Sodign's Capital, will hold a majority of our voting shares of capital stock. Their large ownership stake may allow them to exert a substantial influence on actions requiring a stockholder vote, potentially in a manner that you do not support, including changes to our amended and restated certificate of incorporation, election of our board of directors, removal of any of our directors, adoption of measures that could delay or prevent a change in control or impede a merger, takeover, or other business combination involving us, and approval of other major corporate transactions.

As an investor, you may lose a portion or all of your investment. Investing in our securities involves a high degree of risk. As an investor, you may never receive all, or even part, of your investment and you may never realize any return on your investment. You must be prepared to lose all of your investment.

To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a common stockholder. In addition to this offering we are concurrently raising up to an additional \$8.9 million through private placement offerings under an exemption from registration contained in Regulation D promulgated under Section 4(1) or 4(2) of the Securities Act of 1933 as amended, subsequently and until such time, if ever, as we can generate substantial revenue, we may finance our cash needs through a combination of equity offerings, debt financings, marketing and distribution arrangements and other collaborations, strategic alliances and licensing arrangements or other sources. In addition, we may seek additional capital due to favorable market conditions or strategic considerations, even if we believe that we have sufficient funds for our current or future operating plans.

Our future success depends on the efforts of a small management team. The loss of services of any of the members of the management team may have an adverse effect on the company. There can be no assurance that we will be successful in attracting and retaining other personnel we require to successfully grow our business.

INVESTMENT TO OBTAIN FUNDING: Certain general statements and include only those factors that are unique to the issuer. Investors should be referred to the issuer's business and the offering and should not expect the factors addressed in this offering set forth above to be specific to the issuer. Factors to be referred to be identified.

The Offering

USE OF FUNDS

9. What is the purpose of this offering?

The Company intends to use the net proceeds of this offering for working capital and general corporate purposes, which includes the specific items listed in item 10 below. While the Company expects to use the net proceeds from the Offering in the manner described above, it cannot specify with certainty the particular uses of the net proceeds that it will receive from this Offering. Accordingly, the Company will have broad discretion in using these proceeds.

10. How does the issuer intend to use the proceeds of this offering?

If we raise: **\$249,997**

Use of: 20% toward tech infrastructure costs, 10% toward equipment, 40% Proceeds: toward team/hiring, 15% toward travel/conferences, 11% toward legal/operating costs, 4% towards Wefunder intermediary fees

If we raise: **\$3,930,000**

Use of: 15% toward tech infrastructure costs, 5% toward equipment, 60% toward Proceeds: team/hiring, 5% toward travel/conferences, 11% toward legal/operating costs, 4% towards Wefunder intermediary fees

INSTRUCTION TO INVESTOR: An issuer must provide a reasonably detailed description of any intended use of proceeds and investors are provided with subsequent notices of information as undertaken from the offering documents will be used to determine the amount and range of possible uses. An issuer should also provide a reasonably detailed description of the factors to be considered in determining proceeds among the potential uses. If the issuer will use excess proceeds in excess of the target offering amount, the issuer must describe the purpose, method for allocating uncommitted funds and intended use of excess proceeds and similar spending. When calculating potential uses of the proceeds of the offering, including any uses apply only in the case of non-compliance. If you do not do so, you may later be required to amend your Form C. Wefunder is not responsible for any failure by you to describe a potential use of offering proceeds.

DELIVERY & CANCELLATIONS

11. How will the issuer complete the transaction and deliver securities to the investors?

Book Entry and Use of XX Investments LLC as Transfer Agent and Custodian. Investments will be in book entry form. This means that the investor will not receive a certificate representing his or her investment. Each investment will be recorded in the books and records of our transfer agent, XX Investments LLC. XX Investments LLC will act as custodian and hold legal title to the investments for investors that enter into a Custodial and Voting Agreement with XX Investments LLC and keep track of them until being sold in the market. In the investments. In addition, notifications in these investments will be sent in each investor's "My Investments" screen. The investor will also be emailed again the Investor Agreement and, if applicable, the Custodial and Voting Agreement. The Investor Agreement and, if applicable, the Custodial and Voting Agreement will also be available on the "My Investments" screen.

12. How can an investor cancel an investment commitment?

NOTE: Investors may cancel an investment commitment until 48 hours prior to the deadline identified in these offering materials.

The intermediary will notify investors when the target offering amount has been met. If the issuer reaches the target offering amount prior to the deadline specified in the offering documents, the issuer may cancel the offering early if it provides notice about the new offering deadline at least five business days prior to such new offering deadline (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment).

If an investor does not cancel an investment commitment before the 48-hour period prior to the offering deadline, the funds will be released to the issuer upon closing of the offering and the investor will receive securities in exchange for his or her investment.

If an investor does not reconfirm his or her investment commitment after a material change is made to the offering, the investor's investment commitment will be canceled and the committed funds will be returned.

An Investor's right to cancel. An investor may cancel his or her investment commitment at any time until 48 hours prior to the offering deadline.

If there is a material change to the terms of the offering or the information provided to the investor about the offering and/or the Company, the investor will be provided notice of the change and must re-confirm his or her investment commitment within five business days of receipt of the notice. If the investor does not reconfirm, he or she will receive notifications disclosing that the commitment was canceled, the reason for the cancellation, and the amount of funds that the investor is required to resolve. If a material change occurs within five business days of the maximum number of days the offering is to remain open, the offering will be extended to allow for a period of five business days for the investor to reconfirm.

If the investor cancels his or her investment commitment during the period when cancellation is permissible, or does not reconfirm a commitment in the case of a material change to the investment, or the offering does not close, all of the investor's funds will be returned within five business days.

Within five business days of cancellation of an offering by the Company, the Company will give each investor notification of the cancellation, disclose the reason for the cancellation, identify the refund amount the investor will receive, and refund the investor's funds.

The Company's right to cancel. The Investment Agreement you will execute with us provides the Company the right to cancel for any reason before the offering deadline.

If the sum of the investment commitments from all investors does not equal or exceed the target offering amount at the time of the offering deadline, no securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.

Ownership and Capital Structure

THE OFFERING

13. Describe the terms of the securities being offered.

Priced Round: \$60,000,000.00 pre-money valuation

See exact security attached as Appendix B, Investor Contracts

Immersed Inc. is offering up to 806,870 shares of Series I-A Preferred Stock, at a price per share of \$4.4313.

The campaign maximum is \$3,930,000 and the campaign minimum is \$249,996.79.

Investor's Proxy: The Investor and his, her, or its transferees or assigns (collectively, the "Investor"), through a power of attorney granted by Investor in the Investor Agreement, will appoint XX Team LLC ("XX Team") as the Investor's true and lawful proxy and attorney (the "Proxy"), with the power to act alone and with full power of substitution on behalf of the Investor to:

1. direct the voting of all securities purchased through wefunder.com, and to direct the exercise of all voting and other rights of Investor with respect to the Company's securities;
2. direct, in connection with such voting power, the execution of any instrument or document that XX Team determines is necessary and appropriate in the exercise of its authority. Such Proxy will be irrevocable. If an investor has entered into the Confidential and Voting Agreement with XX Investments LLC ("XXA"), then the terms of that agreement will be entered into by the XXA and directs to vote and take any other actions in connection with such voting (including the execution of documents) on behalf of such investor.

Repurchase: If the Company determines, in its sole discretion, that it is likely that within six months the securities of the Company will be held of record by a number of persons that would require the Company to register a class of its equity securities under the Securities Exchange Act of 1934, as amended ("Exchange Act"), as required by Section 12(g) or 15(d) thereof, the Company shall have the option to repurchase the securities from each Investor for the greater of:

1. the purchase price of the securities;
2. the market value of the securities, as determined by an independent appraiser of securities chosen by the Company. The foregoing repurchase option will terminate upon a Change of Control or Dissolution Event (each as defined in the Company's Subscription Agreement).

14. Do the securities offered have voting rights?

Yes

No

15. Are there any limitations on any voting or other rights identified above?

Yes: No Voting Rights

No: Irrevocable voting proxy granted to XX Team.

16. How may the terms of the securities being offered be modified?

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.

RESTRICTIONS ON TRANSFER OF THE SECURITIES BEING OFFERED:

The securities being offered may not be transferred by any purchaser of such securities during the one year period beginning when the securities were issued, unless such securities are transferred:

1. to the issuer;
2. to an accredited investor;
3. as part of an offering registered with the U.S. Securities and Exchange Commission; or
4. to a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

The term "accredited investor" means any person who comes within any of the categories found in Rule 501(a) of Regulation D, or who the seller reasonably believes comes within any of such categories, at the time of the sale of the securities to that person.

The term "member of the family of the purchaser or the equivalent" 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 of the purchaser, and includes adoptive relationships. The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

DESCRIPTION OF ISSUER'S SECURITIES

17. What other securities or classes of securities of the issuer are outstanding? Describe the material terms of any other outstanding securities or classes of securities of the issuer.

Class of Security	Securities (or Amount) Authorized	Securities (or Amount) Outstanding	Voting Rights
Common Stock	10,000,000	4,259,320	Yes

Class of Security	Securities Reserved for Issuance upon Exercise or Conversion
Ocean	
Capital	
Warrants:	Warrant (2%)
Options:	1,297,264

Describe any other rights:

Preferred stock will have a 1x liquidation preference over common stock. Once the new Amended and Restated Certificate of Incorporation is filed, there will be 19M common stock authorized, and up to 6,966,996 shares of preferred stock authorized.

18. How may the rights of the securities being offered be materially limited, diluted or qualified by the holder of any other class of security identified above?

The holder of any other class of securities or voting rights in the Company could limit the Investor's rights in a material way. For example, those interest holders could vote to change the terms of the agreements governing the Company's operations or cause the Company to engage in additional offerings (including potentially a public offering).

These changes could result in further limitations on the voting rights the Investor will have as an owner of equity in the Company, for example by diluting those rights or limiting them to certain types of events or consents.

To the extent applicable, in cases where the rights of holders of convertible debt, SAFES, or other equity securities of the Company are limited or qualified, if new awards are granted under our equity compensation plans, an Investor's interests in the Company may be diluted. This means that the pro-rata portion of the Company represented by the Investor's securities will decrease, which could also diminish the Investor's voting and/or economic rights. In addition, as discussed above, if a majority-in-interest of holders of securities with voting rights cause the Company to issue additional equity, an Investor's interest will typically also be diluted.

Based on the risk that an Investor's rights could be limited, diluted or otherwise qualified, the Investor could lose all or part of his or her investment in the securities in this offering, and may never see positive returns.

Additional risks related to the rights of other security holders are discussed below, in Question 20.

19. Are there any differences, nor reflected above, between the securities being offered and each other class of security of the issuer?

None

20. How could the exercise of rights held by the principal shareholders identified in Question 6 above affect the purchasers of the securities being offered?

As holders of a majority-in-interest of voting rights in the Company, the shareholders may change the terms of securities issued by the Company, change the management of the Company, and even force out minority holders of securities. The shareholders may make changes that affect the tax treatment of the Company in ways that are unfavorable to you but favorable to them. They may also vote to engage in new offerings and/or to register certain of the Company's securities in a way that materially affects the value of the

For example, the shareholders may change the terms of the Articles of Incorporation for the company, change the terms of securities issued by the Company, change the management of the Company, and even force out minority holders of securities. The shareholders may make changes that affect the tax treatment of the Company in ways that are unfavorable to you but favorable to them. They may also vote to engage in new offerings and/or to register certain of the Company's securities in a way that materially affects the value of the

securities the Investor owns. Other holders of securities of the Company may also have access to more information than the Investor, leaving the Investor at a disadvantage. The Investor may also have the right to sell his or her securities he or she owns. The shareholders have the right to redeem their securities at any time. Shareholders could decide to force the Company to redeem their securities at a time that is not favorable to the Investor and is damaging to the Company. Investors' exit may affect the value of the Company and/or its viability. In cases where the rights of holders of convertible debt, SAFES, or other outstanding options or warrants are exercised, or if new awards are granted under our existing plans, the value of the Company may be diluted. This means that the pro-rata portion of the Company represented by the Investor's securities will decrease, which could also diminish the Investor's voting and/or economic rights. In addition, as discussed above, if a majority-in-interest of holders of securities with voting rights cause the Company to issue additional stock, an Investor's interest will typically also be diluted.

Based on the risks described above, the Investor could lose all or part of his or her investment in the securities in this offering, and may never see positive returns.

21. How are the securities being offered being valued? Include examples of methods for how such securities may be valued by the issuer in the future, including during subsequent corporate actions:

The offering price for the securities offered pursuant to this Form C has been determined arbitrarily by the Company, and does not necessarily bear any relationship to the Company's book value, assets, earnings or other generally accepted valuation criteria. In determining the offering price, the Company did not employ investment banking firms or other outside organizations to make an independent appraisal or estimation. Accordingly, the offering price should not be considered to be indicative of the actual value of the securities offered hereby.

In the future, we will perform valuations of our common stock that take into account factors such as the following:

1. unrelated third party valuations of our common stock;
2. the value of our assets and other securities, including convertible debt or preferred Stock, in light of the rights, preferences and privileges of our those securities relative to those of our common stock;
3. our results of operations, financial position and capital resources;
4. current business conditions;
5. the lack of marketability of our common stock;
6. the hiring of key personnel and the experience of our management;
7. the age of our business;
8. the risk inherent in the development and expansion of our products;
9. our stage of development and material risks related to our business;
10. the likelihood of achieving a liquidity event, such as an initial public offering or a sale of our company given the prevailing market conditions and the nature and history of our business;
11. industry trends and competitive environment;
12. trends in consumer spending, including consumer confidence;
13. overall economic conditions, including gross domestic product, employment, inflation and interest rates; and
14. the general economic outlook.

We will analyze factors such as those described above using a combination of financial and market-based methodologies to determine our business enterprise value. For example, we may use methodologies that assume that businesses operating in the same industry will share similar characteristics and that the Company's value will correlate to those characteristics, and/or methodologies that compare transactions in similar securities issued by us that were conducted in the market.

22. What are the risks to purchasers of the securities relating to minority ownership in the issuer?

An Investor in the Company will likely hold a minority position in the Company, and thus be limited as to its ability to control or influence the governance and operations of the Company.

The marketability and value of the Investor's interest in the Company will depend upon the ability to control the Company outside the control of the Investor. The Company will be managed by its senior management in accordance with the strategic direction and decision-making of its Board Of Directors, and the Investor will have no independent right to name or remove an officer or member of the Board Of Directors of the Company.

Following the Investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the Investor in the Company. The Investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured.

The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportunity or the inability of the Investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the Investor's interest in the Company.

23. What are the risks to purchasers associated with corporate actions, including additional issuances of securities; issuer repurchases of securities; a sale of the issuer or of assets of the issuer or transactions with related parties?

Additional issuances of securities. Following the Investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the Investor in the Company. The Investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured. The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportunity or the inability of the Investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the Investor's interest in the Company.

Issuer repurchases of securities. The Company may have authority to repurchase its securities from shareholders, which may serve to decrease any liquidity in the market for such securities, decrease the percentage interests held by other similarly situated investors to the Investor, and create pressure on the Investor to sell its securities to the Company concurrently.

A sale of the issuer or of assets of the issuer. As a minority owner of the Company, the Investor will have limited ability to prevent a potential sale of the Company or disposition of certain assets. This will depend upon the executive management of the Company and the Board of Directors of the Company to manage the Company so as to maximize value for shareholders. Accordingly, the success of the Investor's investment in the Company will depend in large part upon the skill and expertise of the executive management of the Company and Board of Directors of the Company. If the Board Of Directors of the Company authorizes a sale of all or a part of the Company, or a disposition of a substantial portion of the Company's assets, there can be no guarantee that the value received by the Investor, together with the fair market estimate of the value remaining in the Company, will be equal to or exceed the value of the Investor's initial investment in the Company.

Conflicts of interest. The Investor should be aware that there will be occasions when the Company may encounter potential conflicts of interest in its operations. On any issue involving conflicts of interest, the executive management and Board of Directors of the Company will be guided by their good faith judgment as to the Company's best interests. The Company may engage in transactions with affiliates, subsidiaries or other related parties, which may be on terms which are not arm's length, but which in all cases are consistent with the duties of the management of the Company to shareholders. By virtue of its investment in the Company, the Investor will be deemed to have acknowledged the existence of any such actual or potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest.

24. Describe the material terms of any indebtedness of the issuer:

Loan	
Lender	SBA
Issue date	04/20/20
Amount	\$55,356.00
Outstanding principal plus interest	\$55,738.00 as of 12/30/20
Interest rate	1.0% per annum
Maturity date	04/21/22
Current with payments	Yes
It is in process to be forgone.	

Convertible Note	
Issue date	01/23/17
Amount	\$50,000.00
Interest rate	5.0% per annum
Discount rate	25.0%
Uncapped Note	Yes
Maturity date	05/17/21
It is in process to be forgone.	

Convertible Note
Issue date 11/16/17
Amount \$340,000.00
Interest rate 5.0% per annum
Discount rate 20.0%
Valuation cap \$4,000,000.00
Maturity date 05/17/21

Convertible Note
Issue date 10/17/18
Amount \$265,000.00
Interest rate 5.0% per annum
Discount rate 20.0%
Valuation cap \$6,000,000.00
Maturity date 05/17/21

Convertible Note
Issue date 04/22/20
Amount \$950,000.00
Interest rate 5.0% per annum
Discount rate 20.0%
Valuation cap \$7,000,000.00
Maturity date 05/17/21

Convertible Note
Issue date 10/22/20
Amount \$200,000.00
Interest rate 5.0% per annum
Discount rate 20.0%
Valuation cap \$7,000,000.00
Maturity date 05/17/21

INSTANT FROM 10 QUESTIONS & some decisions, unknowns, knowns, rates, resource data, and any other material info.

25. What other exempt offerings has the issuer conducted within the last three years?

Offering Date	Exemption Regulation D, \$506(c)	Security Type	Amount Sold	Use of Proceeds
10/2018	Section 4(a)(2)	Convertible Note	\$265,000	General operations
4/2020	Section 4(a)(2)	Convertible Note	\$950,000	General operations
5/2020	Section 4(a)(2)	SAFE	\$50,000	General operations
8/2020	Regulation Crowdfunding	SAFE	\$1,036,166	General operations
10/2020	Section 4(a)(2)	Convertible Note	\$200,000	General operations

26. Was or is the issuer or any entities controlled by or under common control with the issuer a party to any transaction since the beginning of the issuer's last fiscal year, or any currently proposed transaction, where the amount involved exceeds five percent of the aggregate amount of capital raised by the issuer in reliance on Section 4(a)(2) of the Securities Act during the preceding 12-month period, including the amount the issuer seeks to raise in the current offering, in which any of the following persons has or is to have a direct or indirect material interest:

1. any director or officer of the issuer;
2. any person who, as of the most recent practicable date, the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of all outstanding voting equity securities;
3. if the issuer was incorporated or organized within the past three years, any promoter of the issuer;
4. or (4) any immediate family member of any of the foregoing persons.

Yes

No

INSTANT FROM 10 QUESTIONS & the term transaction includes, but is not limited to, any financial transaction, arrangement or relationship that fully or partially discloses or guarantees of indebtedness or any other of similar transactions, arrangements or relationships.

Beneficial ownership for purposes of paragraph (a) shall be determined as of a date that is no more than two days prior to the date of filing of this offering statement and using the same calculation described in Question 6 of this Question and Answer form.

“Immediate family” includes any sibling, stepchild, grandchild, parent, or spouse, grandfather, son-in-law, step-grandchild, sibling, mother-in-law, father-in-law, and/or stepchildren, in-laws, brother-in-law, or sister-in-law of the person, and includes adopted relatives. The term “spouse equivalents” means a cohabitant comprising a relationship generally equivalent to that of a spouse.

Compute the amount of a related party's interest in any transaction without regard to the amount of the profit or loss involved in the transaction. Where it is not practicable to do so the approximate amount of the interest, exclusive of proportional amounts, is to be used in the transaction.

FINANCIAL CONDITION OF THE ISSUER

27. Does the issuer have an operating history?

Yes

No

28. Describe the financial condition of the issuer, including, to the extent material, liquidity, capital resources and historical results of operations.

Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion and analysis of our financial condition and results of operations together with our financial statements and the related notes and other financial information included elsewhere in this offering. Some of the information contained in this discussion and analysis, including information regarding the strategy and plans for our business, includes forward-looking statements. You should read the “Risk Factors” and “Management's Discussion and Analysis of Factors” section for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

We make Virtual Reality offices for distributed teams. Users have 5 virtual screens + a virtual whiteboard in a distraction-free, private virtual office, and their co-workers can teleport into each other's virtual offices to share screens and whiteboard together when needed.

We want to be the DEFINITION of what it means to “go to work” where people put on a pair of “Facebook Glasses” or “Apple Glasses” a few years from now and teleport to their virtual office using Immersed. These projections cannot be guaranteed.

Milestones

Immersed Inc. was incorporated in the State of Delaware in January 2017.

Since then, we have:

- Renji (CEO) was selected as 2021's Forbes 30 Under 30 & was a software leader in Fortune 500 Co's!
- Partnership with Facebook, HTC, & Microsoft, rolling out to millions of AR/VR users!
- Went through Techstars Chicago '17 and raised almost \$4M to date!
- Team from Google, Microsoft, YC, & top Andreessen Horowitz-backed startups!
- Immersed is the TOP productivity application on the highly-curated Oculus Store!
- The average Immersed power-user works 30+ hrs each week using Immersed!
- Users have 5 virtual screens + a virtual whiteboard in a distraction-free private virtual office!

Historical Results of Operations

- **Revenue and Gross Margin.** For the period ended December 31, 2020, the Company had revenues of \$38,036 compared to the year ended December 31, 2019, when the Company had revenues of \$6,015.

- **Assets.** As of December 31, 2020, the Company had total assets of \$1,998,379, including \$1,940,688 in cash. As of December 31, 2019, the Company had \$16,128 in total assets, including \$2,683 in cash.

- **Net Loss.** The Company had net losses of \$990,974 and net losses of \$469,270 for the fiscal years ended December 31, 2020 and December 31, 2019, respectively.

- **Liabilities.** The Company's liabilities totaled \$3,858,783 for the fiscal year ended December 31, 2020 and \$381,749 for the fiscal year ended December 31, 2019.

then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

NOTIFICATION OF OFFERINGS If you file the notice of offering or a change of circumstances with the Federal or state agency described in Rule 505(b)(3) of Regulation Crowdfunding under applicable statutory notice that provides for notice and an opportunity for hearing which constitutes a final deposition or action by that federal or state agency:

Notification was required to be disclosed with respect to events relating to any affiliated issuer that occurred before the offering since the affiliated entity is not (i) in control of the issuer or (ii) under common control with the issuer by a third party that was in control of the affiliated entity at the time of such events.

OTHER MATERIAL INFORMATION

31. In addition to the information required to be included in this Form, include:

- (1) any other material information presented to investors and
- (2) such further material information, if any, as may be necessary to make the required statements in the light of the circumstances under which they are made, not misleading.

The Company is using the services of XX as part of its offerings. XX is comprised of YY Investments, LLC, XX Team LLC, and the Lead Investors who provide services on behalf of XX Team LLC. The services of XX are available to companies that offer securities through Wefunder Portal and to investors who invest in such companies through Wefunder Portal, but XX is not affiliated with Wefunder Portal or its affiliates.

XX Investments is the Company's transfer agent and also acts as custodian, paying agent, and proxy agent on behalf of all investors that enter into the Custodial and Voting Agreement with XX Investments through the Wefunder Portal website ("Investors"). XX Investments holds legal title to the securities the Company issues through the Wefunder Portal (which are unregistered on behalf of Investors) and, in turn, holds the beneficial interests of the Company's securities. XX Investments keeps track of each investor's beneficial ownership interest and makes any distributions to the investors (or other parties, as directed by the Investors).

In addition to the above services, at the direction of XX Team, XX Investments votes the securities and take any other actions in connection with such voting on behalf of the Investors. XX Investments acts at the direction of XX Team, because XX Team holds a power of attorney from each Investor that has entered into the Investor Agreement to make voting decisions on behalf of that Investor. XX Investments will not charge Investors for its services. XX Investments does charge the Company \$1,000/year for services; however, those fees may be paid by Wefunder Inc. on behalf of the Company.

As noted, XX Team holds a power of attorney from each Investor that has entered into the Investor Agreement to make voting decisions on behalf of that Investor. Pursuant to the power of attorney, XX Team will make voting decisions and then direct XX Investments to vote and take any other actions in connection with the voting of Investors' behalf. XX Team will act with respect to the Company, through our Lead Investor, who is a representative of XX Team. As compensation for its voting services, each Investor authorizes XX Investments to distribute to XX Team 10% of any distributions the Investor would otherwise receive from the Company. XX Team will share its compensation with our Lead Investor. XX Team, through the Lead Investor, may also provide consulting services to the Company and may be compensated for these services by the Company; although, fees owed by the Company may be paid by Wefunder Inc. XX Team will share its consulting compensation with our Lead Investor.

The Lead Investor will act as the Company's voting agent in the role of Lead Investor, both on behalf of the Company and on behalf of the Investors. As noted, the Lead Investor will be a representative of XX Team and will share in compensation that XX Team receives from the Company (or Wefunder Inc. on the Company behalf) or from Investors. The Lead Investor will be chosen by the Company and approved by Wefunder Inc., and the identity of the Lead Investor must be disclosed to Investors before Investors make a final investment decision to purchase securities. The Lead Investor will be compensated for its services regarding all fees that may be received by the Lead Investor. In addition, the fees described above, the Lead Investor may receive compensation if, in the future, Wefunder Advisors LLC forms a special purpose vehicle ("SPV") for the purpose of investing in a non-regulation Crowdfunding offering of the Company. In such a circumstance, the Lead Investor may act as a portfolio manager for that SPV (and as a successor to the role of Wefunder Advisors) and may be compensated through that role. Although the Lead Investor may act as a portfolio manager and be compensated from multiple parties, the Lead Investor's goal is to maximize the value of the Company and therefore maximize the value of the Company's securities. As a result, the Lead Investor's interests should always be aligned with those of the Investors.

Investors that wish to purchase the Company's securities through Wefunder Portal must agree to (1) hire XX Investments to serve as custodian, paying agent, and proxy agent with respect to the Company's securities; (2) give a power of attorney to XX Team to make all voting decisions with respect to the Company's securities; and (3) direct XX Investments to share 10% of the Investor's distribution from the Company with XX Team. The Company may waive these requirements for certain Investors with whom the Company has a pre-existing relationship.

The XX arrangement described above is intended to benefit the Company by allowing the Company to reflect the Investor of its capitalization table (XX Investments) as the Lead Investor, not the Company, as the Lead Investor of the Company's securities by having one entity (XX Team), through one person (the Lead Investor), make all voting decisions and having one entity (XX Investments) carry out XX Team's voting instruments and any take any related actions. The XX arrangement also is intended to benefit Investors by providing the services of an experienced Lead Investor (acting on behalf of XX Team) who is expected to make value-maximizing decisions regarding Investors' securities. XX Team (acting through the Lead Investor) may further benefit both the Company and Investors by providing consulting services to the Company that are intended to maximize both the value of the Company's business and also the value of its securities.

INSTRUCTIONS TO CROWDFUNDING INFORMATION If information is presented to Investors in a form, media or other means not able to be referred in a text or portable document format, the issuer should include:
(a) a description of the material content of such information;
(b) the approximate date in which such disclosure is presented; and
(c) the name of disclosure dates, date or other dynamic media or format, a transcript or other copy of such disclosure.

ONGOING REPORTING

32. The issuer 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 each fiscal year covered by the report.

33. Once posted, the annual report may be found on the issuer's website at:
<http://immersedvr.com/invest>

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

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

APPENDICES

[Appendix A: Business Description & Plan](#)

[Appendix B: Investor Contracts](#)

[Immersed Subscription Agreement](#)

[Appendix C: Financial Statements](#)

[Financials I](#)

[Appendix D: Director & Officer Work History](#)

[Ranjit Biloy](#)

[Appendix E: Supporting Documents](#)

[Immersed_-
Amended_and_Restated_Certificate_of_Incorporation_-
WeFunder_2021_v4.pdf](#)
[Immersed_-Series_1_-
Certificate_of_Designation_2021_v6.pdf](#)

Signatures

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

The following documents will be filed with the SEC.

[Cover Page XML](#)

[Offering Statement \(this page\)](#)

[Appendix A: Business Description & Plan](#)

[Appendix B: Investor Contracts](#)

[Immersed Subscription Agreement](#)

[Appendix C: Financial Statements](#)

[Financials 1](#)

[Appendix D: Director & Officer Work History](#)

[Ranji Bijoy](#)

[Appendix E: Supporting Documents](#)

[Immersed_ -
_Amended_and_Restated_Certificate_of_Incorporation_ -
_Wefunder_2021_v4.pdf](#)
[Immersed_ - Series_1_ -
_Certificate_of_Designation_2021_v6.pdf](#)

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

Immersed Inc.

By

Renji Bijoy

Founder & CEO/CTO

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 and Transfer Agent Agreement has been signed by the following persons in the capacities and on the dates indicated.

Renji Bijoy

Founder & CEO/CTO

4/2/2021

The Form C must 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.

I authorize Wefunder Portal to submit a Form C to the SEC based on the information I provided through this online form and my company's Wefunder profile.

As an authorized representative of the company, I appoint Wefunder Portal as the company's true and lawful representative and attorney-in-fact. In the company's name, place and stead to make, execute, sign, acknowledge, swear to and file a Form C on the company's behalf. This power of attorney is coupled with an interest and is irrevocable. The company hereby waives any and all defenses that may be available to contest, negate or disaffirm the actions of Wefunder Portal taken in good faith under or in reliance upon this power of attorney.