PREPARE FOR AMENDMENT

Form C

DOWNLOAD AS WORD DOC

Admin Only

We set the permission level for lawyers and others invited to the Form C so they can't edit until an admin allows editing.

Permission Level

admins

Cover Page

Name of issuer:

Food for Health, LLC

Legal status of issuer:

Form:

Limited Liability Company

Jurisdiction of Incorporation/Organization:

MN

Date of organization:

9/22/2022

Physical address of issuer:

300 Southdale Center
Edina, MN 55435

Website of issuer:

https://ffh.app

Name of intermediary through which the offering will be conducted:

Wefunder Portal LLC

CIK number of intermediary:

0001670254

SEC file 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 the offering, including the amount of referral and any other fees associated with the offering:

7.9% of the offering amount upon a successful fundraise, 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
- [x] Other

Describe the security offered:

Non-Voting Equity Units

Target number of securities to be offered:

60,000

Price:

$1.00

Method for determining price:

Dividing pre-money valuation $7,600,000.00 (or $6,080,000.00 for investors in the first $40,000) by number of units outstanding on fully diluted basis.

Target offering amount:

$50,000.00

Oversubscriptions accepted:

- [x] Yes
- [ ] No

Disclose how oversubscriptions will be allocated:

- [ ] Pro-rata basis
- [ ] First-come, first-served basis
- [x] Other

Describe how oversubscriptions will be allocated:

As determined by the issuer

Maximum offering amount (if different from target offering amount):

$124,000.00

Deadline to reach the target offering amount:

4/30/2027

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:

8

	Most recent fiscal year-end:	Prior fiscal year-end:
Total Assets:	$2,943,392.68	$3,154,068.00
Cash & Cash Equivalents:	$52,914.44	$72,797.00
Accounts Receivable:	$41,904.23	$0.00
Current Liabilities:	$13,932.00	$1,411.00
Non-Current Liabilities:	$1,316,565.00	$968,977.00
Revenues/Sales:	$60,000.00	$0.00
Cost of Goods Sold:	$0.00	$0.00
Taxes Paid:	$0.00	$0.00
Net Income:	($577,343.00)	($962,421.00)

Select the jurisdictions in which the issuer intends to offer the securities:

AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, B5, GU, PR, VI, 1V

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 inapplicable or the response is available elsewhere in the Form, either state that it is inapplicable, 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 inaccurate, incomplete or misleading, the Company, its management and principal shareholders may be liable to investors based on that information.

THE COMPANY

1. Name of issuer:

Food for Health, LLC

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(a) of Regulation Crowdfunding.
- Has filed with the Commission and provided to investors, to the extent required, the ongoing annual reports required by Regulation Crowdfunding during the two years immediately preceding the filing of this offering statement (or for such shorter period that the issuer was required to file such reports).
- Not a development stage company that (a) has no specific business plan or (b) has indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies.

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
Adam Gyles Southam	Founder/CEO	Food for Health, llc	2022

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
Adam Gyles Southam	CEO	2022
Rich Howard	CTO	2022

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	% of Voting Power Prior to Offering
Adam Gyles Southam	20%+
Marshall Wyant Limited (Marshall Wyant is a 50%+ owner)	50%+

Business and Anticipated Business Plan

7. Describe in detail the business of the issuer and the anticipated business plan of the issuer.

Please review your Wefunder profile carefully 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.

For a description of our business and our business plan, please refer to the attached Appendix A, Business Description & Plan.

RISK FACTORS

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

A crowdfunding investment involves risk. Investors should not invest any funds unless they can afford to lose the 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.

Rich Howard has served as Chief Technology Officer since September 9, 2022 and serves on a part-time basis. As such, he has limited time available to devote to the Company, which may delay technology, operational, management, or commercialization initiatives and may increase the Company's dependence on other personnel and service providers.

Any system or network failure that causes interruption or slower response time of the Company's services or impairs the performance of its transaction systems or makes the Company's applications, APIs, websites, browser extensions, or enterprise platforms inaccessible to customers could cause potential customers or partners to lose confidence in the Company's services, reduce adoption or retention, select competing solutions, and harm the Company's reputation.

Even if all the Units offered in this Offering are sold, Food for Health may need to raise additional capital in the future in order to fund expansion and commercialization, market adoption, the development of new services or enhancement of existing services, and to respond to competitive pressures.

If successful, these unauthorized users may misappropriate proprietary information, jeopardize the confidential nature of information transmitted over the Internet, such as payment information, health-condition information, medication information, allergies, dietary preferences, food-consumption data, and other personal information, cause interruptions in web-based services, damage computers of Food for Health or its customers, or otherwise harm the business.

The future success of Food for Health depends substantially on the continued active participation of its current executive officers and other key personnel. The loss of the services of any of these individuals could have a material adverse effect on the Company's business, results of operations, and financial condition. In addition, Food for Health has not obtained "key person" life insurance policies on any of its officers or Chairman.

The future success of Food for Health depends substantially on the continued active participation of its current executive officers and other key personnel. The loss of the services of any of these individuals could have a material adverse effect on the Company's business, results of operations, and financial condition. In addition, Food for Health has not obtained "key person" life insurance policies on any of its officers or Chairman.

Our business is dependent on the functionality, reliability, security, and scalability of our software, systems, APIs, mobile applications, browser extensions, websites, databases, and enterprise-platform capabilities. We rely on third-party services including cloud-hosting providers, application stores, database services, product-data sources, communications services, and other technology infrastructure to deliver our services.

Investors acquire non-voting Equity Units carrying economic rights under the Member Control and Operating Agreement. The offered Equity Units carry no voting rights, no Voting Unit will be issued with or in connection with an offered Equity Unit, and investors therefore cannot vote on Company governance solely by holding the offered Equity Units. The Board may issue additional Equity Units, Voting Units, or Profits Interest Units, and optional financings may dilute nonparticipating investors. Transfers are restricted and noncompliant transfers are void. The MCO may be amended by holders of a majority of outstanding Voting Units, subject to applicable law, without approval of holders solely of non-voting Equity Units. Distributions are discretionary, tax distributions are not guaranteed, and liquidation proceeds are subordinate to Company debts, liabilities, reserves, and applicable capital-account and class economics.

The Company has incurred operating losses, has not achieved profitability, and has not demonstrated sustained commercial adoption at scale. Its ability to generate sufficient revenue and achieve profitability depends on acquiring consumers and enterprise customers at acceptable costs; converting users, customers, and channel relationships into recurring revenue; retaining users and customers; expanding utilization; maintaining effective pricing; and controlling technology, data, personnel, marketing, legal, patent, compliance, and infrastructure expenses. Customer-acquisition costs, sales cycles, implementation costs, churn, utilization, pricing pressure, or operating expenses may exceed expectations. Revenue growth, even if achieved, may not produce profitability or positive cash flow, and the Company may continue to incur losses for an extended period.

Economic downturns, inflation, higher interest rates, unemployment, reduced consumer confidence, constrained household budgets, reduced business spending, and disruptions affecting retailers, employers, healthcare organizations, payers, providers, manufacturers, and other commercial partners may reduce demand for the Company's services or delay purchasing and contracting decisions. Consumers may treat paid health, nutrition, and wellness services as discretionary and may cancel, defer, or decline subscriptions or purchases. Enterprise customers and channel partners may reduce budgets, lengthen procurement cycles, renegotiate pricing, postpone implementations, or prioritize other initiatives. These conditions could reduce revenue, increase customer-acquisition and retention costs, delay commercialization, and materially harm the Company's financial condition and operating results.

The markets in which the Company operates are rapidly evolving and intensely competitive. The Company competes for users, enterprise

The markets in which the Company operates are rapidly evolving and intensely competitive. The Company competes for users, enterprise customers, channel partners, product-data relationships, technology integrations, clinical relationships, strategic partners, personnel, and capital. Existing and potential competitors include personalized-nutrition platforms, health and wellness applications, food-scanning and product-information services, digital-health companies, grocery-technology providers, retailers, e-commerce platforms, healthcare organizations, payers, benefits providers, food manufacturers, artificial-intelligence platforms, and other companies that provide health, nutrition, food-product, recommendation, or decision-support services. Some competitors have longer operating histories, larger customer bases, greater brand recognition, broader data resources, established distribution, and substantially greater financial, technical, marketing, and commercial resources. Competitors may offer services without charge or at lower prices, integrate competing functionality into broader platforms, obtain exclusive data or commercial relationships, or replicate individual features. If the Company cannot differentiate its patented methodology, maintain reliable evidence and product data, establish distribution and commercial relationships, and compete effectively, its business, revenue, operating results, and financial condition could be materially harmed.

The Company relies on third parties for cloud hosting, application distribution, communications, databases, payment processing, electronic medical record connectivity, product identity and ingredient data, clinical-evidence resources, software components, authentication, security, and other infrastructure and services. A provider may experience outages, security incidents, data errors, service degradation, incompatibility, capacity limitations, or financial distress; change pricing, terms, functionality, access, or technical requirements; restrict the Company's use; discontinue a service; or terminate the relationship. Application stores or platforms may delay, reject, restrict, or remove an application or browser extension. Product, clinical, or health-record data may be incomplete, inaccurate, delayed, inconsistently formatted, improperly licensed, or unavailable. The Company may not be able to replace a provider or data source promptly, economically, or on equivalent terms. Any such event could interrupt services, impair calculations, delay customer implementations, increase costs, reduce revenue, create contractual or regulatory exposure, and harm the Company's reputation and commercial relationships.

Food for Health has limited operating history upon which an investor in this Offering may evaluate the current business and future prospects. Since its inception, Food for Health has generated limited revenue and has not achieved profitability, and the potential for future profitability must be considered in light of the risks, uncertainties, expenses, and difficulties frequently encountered by companies in the early stages of development. This is particularly true of companies in new and rapidly evolving markets, such as the digital-health, clinical-nutrition, personalized-nutrition, grocery-technology, and enterprise-software markets.

Food for Health, LLC was organized in September 2022 and has a limited operating history upon which investors can evaluate its business and prospects. As an early-stage company in the growth phase, we face significant risks and uncertainties frequently encountered by companies in the early stages of commercialization, particularly in the competitive health-technology industry. Our software, systems, APIs, mobile applications, browser extensions, and enterprise-platform capabilities are live and fully functional, but our business model has not been proven at commercial scale, and we have not yet demonstrated sustained market acceptance or achieved profitability.

The Units have not been registered under the Securities Act of 1933 or under the securities laws of any state in which the Units may be offered. Therefore, investors in this Offering may not resell or transfer the Units unless the Units are subsequently registered or an exemption from registration is available. The Company has no obligation to register the Units for resale and does not currently intend to do so. In addition, as a condition of investment in the Units, the investor is required to become a party to and agree to be bound by the terms of the Member Control Agreement, which imposes additional restrictions on transfer. As a result, investors may bear the economic risk of an investment in the Units for an indefinite period of time.

As a limited liability company, Food for Health is taxed as a partnership or a "pass-through" entity. As such, each member of Food for Health will be subject to various federal, state, and local income taxes based on the investor's allocable share of income, when and if generated, on an annual basis. The amount of taxable income, or the amount of tax due with respect thereto, may exceed the cash available for distribution to members and thus may have to be paid by each member with cash from sources other than Company distributions. While Food for Health currently intends to distribute amounts to members each year sufficient to cover their income-tax liabilities, Food for Health may be limited by contractual, legal, liquidity, or other constraints in its ability to make such distributions. Investors must therefore possess the financial resources to bear any tax liability arising from an investment in the Units without relying on Company distributions.

To achieve profitability, Food for Health must, among other things, raise capital to support commercialization and scaling; maintain, enhance, and scale its existing websites, software, systems, APIs, mobile applications, browser extensions, and enterprise-platform capabilities; maintain appropriate third-party software and data licenses, generate sufficient consumer and enterprise adoption, respond to competitive developments, increase promotion of the Food for Health brand names, continue to attract, retain and motivate qualified personnel, obtain agreements with suitable suppliers, customers, data providers, channel partners, and other commercial partners, and continue to upgrade and enhance its technologies to accommodate expanded service offerings and increased usage.

The Company's applications, browser extensions, APIs, websites, and enterprise solutions may be accessible or used in multiple states and countries. The Company may therefore become subject to laws and regulations governing business registration, taxation, consumer protection, privacy, data security, health-related information, advertising, electronic commerce, intellectual property, and other activities in jurisdictions where its technology or services are offered or used. The applicability of particular requirements may depend on the Company's activities, contractual relationships, users, customers, and methods of operation in each jurisdiction. Failure to qualify in a state or country in which the Company is required to do so could subject Food for Health to taxes, penalties, investigations, litigation, restrictions on the Company's activities, increased compliance expenses, and other liabilities that could materially harm the Company's business, operating results, and financial condition.

The Company's core value proposition is its ability to calculate how foods and their ingredients affect each individual based on independently peer-reviewed clinical evidence and the individual's health conditions, wellness goals, medications, allergies, contraindications, adjuvants, depletions, interactions, and preferences. The Company depends on its ability to identify, evaluate, grade, reconcile, and incorporate relevant clinical evidence accurately and consistently. The Company's efficacy grades are determined by its patented methodology and are not subject to alteration by retailers, manufacturers, advertisers, sponsors, investors, customers, or other

commercial parties. Commercial relationships cannot eliminate the risks arising from incomplete, inaccurate, outdated, or incorrectly mapped evidence, product data, or user information. Medical and nutritional evidence continues to evolve, and new research may supplement, refine, contradict, or supersede earlier findings. The Company also supports full electronic medical record sharing from platforms, payers, providers, patients, and persons authorized by a patient. Errors, omissions, delays, incompatibilities, unauthorized disclosures, inaccurate patient matching, invalid or revoked authorizations, or failures by originating or receiving parties may cause incomplete or inaccurate outputs, privacy or security incidents, contractual disputes, regulatory exposure, user harm, reputational damage, and claims or liability.

Our applications collect, store, and process sensitive personal information from users, including health conditions, medications, allergies, dietary preferences, and food-consumption data. This information may be subject to federal and state consumer-protection, privacy, consumer-health-data, biometric, breach-notification, and data-security requirements, including applicable comprehensive state privacy laws. HIPAA does not apply to all health-related information or all technology companies. If the Company enters into relationships or performs functions that cause it to become a business associate or otherwise subject it to HIPAA, the Company will be required to comply with the applicable HIPAA requirements. Evolving privacy requirements may require the Company to modify its data practices, implement additional security measures, limit certain uses of data, or incur additional compliance costs.

The Company's success depends substantially on intellectual property and proprietary technology. The patent and application numbers identified by the Company are: United States: US 61/539,486; US 11,437,134; US 14/347,599; and US 17/884,416. WIPO/PCT: PCT/US2012/057678 and WO 2013/049427. India: IN 437344 and 3285/DELNP/2014. Republic of Korea: KR 10-1900753, 10-2014-7011479, KR 10-1959969, 10-2018-7026619, KR 10-2011249, and 10-2019-7007355. This identification makes no representation concerning the status of any patent or application. Issued patents may be challenged, narrowed, invalidated, circumvented, or found unenforceable, and pending applications may not result in additional issued patents. Enforcing and defending intellectual-property rights can be expensive and time-consuming, and the Company may not have sufficient resources to pursue every infringement or defend every challenge. Failure to protect or enforce the Company's intellectual property adequately could permit competitors or other parties to copy, use, or develop technologies or services that compete with the Company and could materially harm the Company's business, competitive position, financial condition, and prospects.

The Company does not diagnose, treat, mitigate, cure, or prevent disease and has no plans or desire to pursue regulatory approvals for those activities. Our business nevertheless operates in a regulated environment in which federal and state laws govern advertising, health-related claims, consumer protection, privacy, data security, electronic medical record exchange, and, in some circumstances, medical devices and the practice of licensed professions. The Food and Drug Administration may regulate particular software functionality if it falls within the statutory definition of a medical device and is not excluded or subject to enforcement discretion. The Federal Trade Commission regulates advertising and substantiation of health-related claims. State laws may regulate the practice of medicine, dietetics, nutrition counseling, consumer-health data, and other activities depending on the Company's functions, representations, relationships, and methods of operation. Changes in law, regulatory interpretation, product functionality, or commercial relationships may require the Company to modify product features or marketing claims, obtain legal or regulatory analysis, implement additional compliance measures, or seek a clearance or approval if required, any of which could be costly and time-consuming. Failure to comply with applicable requirements could result in investigations, warning letters, fines, injunctions, restrictions on particular features or claims, or other remedies that could materially harm the Company's business.

A crowdfunding investment involves risk. Investors should not invest any funds unless they can afford to lose their 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, and those authorities have not passed upon the accuracy or adequacy of this offering statement. The U.S. Securities and Exchange Commission does not pass upon the merits of the securities or the terms of the offering and has not made an independent determination that the securities are exempt from registration. An investment in the offered securities is speculative, illiquid, and involves a high degree of risk, including the risk of losing the entire investment.

The Company expects to require additional capital beyond the proceeds of this Offering to continue commercialization, support operations, expand distribution, maintain and scale its technology, protect intellectual property, and pursue its business plan. Additional financing may not be available when needed or may be available only on unfavorable terms. Equity or equity-linked financing may dilute investors' economic interests, and debt financing may impose repayment obligations, security interests, restrictive covenants, or priority over distributions to members. If the Company cannot obtain sufficient capital or generate sufficient revenue, it may reduce or suspend operations, delay commercialization, dispose of assets, seek a strategic transaction, or cease operations, and investors could lose their entire investment.

The Company's applications, APIs, browser extensions, websites, databases, electronic medical record connections, administrative systems, and supporting infrastructure are vulnerable to unauthorized access, credential compromise, malicious code, ransomware, denial-of-service attacks, software defects, configuration errors, insider misuse, third-party compromise, physical intrusion, natural disasters, power or telecommunications failure, and other security or availability events. An incident may expose or corrupt proprietary information, personal information, health information, medication information, electronic medical records, payment information, product data, or other sensitive information; interrupt or degrade services; impair calculation accuracy; or prevent customer and partner access. The Company may incur substantial investigation, containment, restoration, notification, legal, contractual, regulatory, credit-monitoring, and remediation costs. The Company presently carries no cyber, technology-errors-and-omissions, product-liability, directors-and-officers, or other applicable insurance. Losses therefore would be borne directly by the Company and could materially impair or exhaust its resources. An actual or perceived incident may also reduce user, customer, provider, payer, retailer, and partner confidence and materially harm adoption, retention, revenue, reputation, and operating results.

Investors acquire interests in a Regulation Crowdfunding vehicle whose underlying Company securities are non-voting Equity Units. Investors will not control or materially influence the Company's management, strategy, financing, compensation, distributions, amendments, transactions, dissolution, or other governance matters solely by holding the offered interests. The Company's reporting obligations are substantially more limited than those of a public company, and investors may receive less frequent, less detailed, or less timely information. The securities are subject to the one-year transfer restrictions imposed by Regulation Crowdfunding and to additional

restrictions in the offering documents, vehicle documents, Subscription Agreement, and MCO. No public market exists or is expected to develop, and investors may be required to hold the investment indefinitely. Future issuances of Equity Units, Voting Units, Profits Interest Units, convertible securities, or other interests may dilute investors' percentage ownership and economic participation. The offering price was not established through a public market or independent appraisal and may not reflect realizable value. Investors may be unable to sell their interests at the offering price or at any price and may lose the entire investment.

The Lead Investor and the Regulation Crowdfunding vehicle are not independent investment advisers or advocates separately retained by each investor. They may exercise authority granted by the Investor Agreement, vehicle documents, proxy arrangements, and applicable law, including administrative, consent, enforcement, tender, exchange, or other rights concerning the vehicle or its investment. The underlying Equity Units of the Company are non-voting, and no Voting Unit is issued with them; accordingly, a proxy or vehicle-level right does not create Company voting rights that the underlying Equity Units do not possess. The Lead Investor, vehicle manager, Wefunder, their affiliates, or other involved parties may have relationships, fees, duties, economic interests, or incentives that differ from those of individual investors. They may make decisions, decline action, settle matters, allocate costs, or exercise rights in ways with which an investor disagrees. These arrangements may limit an investor's direct ability to obtain information, bring claims, enforce rights, participate in transactions, or challenge decisions, subject to the offering documents and applicable law.

This offering statement contains forward-looking statements, estimates, assumptions, plans, targets, and projections concerning commercialization, adoption, revenue, expenses, financing, technology, data relationships, partnerships, personnel, regulation, and other future matters. These statements reflect management's current views and are subject to known and unknown risks, uncertainties, assumptions, and changes in circumstances. Actual events and results may differ materially, and the Company undertakes no obligation to update a forward-looking statement except as required by law. The offering price was determined by the Company and was not established through an independent appraisal, investment-banking process, public trading market, or generally accepted valuation measure. The price may not bear a direct relationship to the Company's assets, liabilities, book value, revenue, earnings, cash flow, or liquidation value and should not be viewed as evidence of the current or future value of the securities. Investors may be unable to realize the offering price or any return on the investment.

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: **$50,000**

Use of Proceeds: If only the minimum target amount is raised, Food for Health® llc expects to use proceeds approximately as follows: 36% Sales and Channel Activation, 27% App Technology and Infrastructure Scaling, 18% Patent Protection and IP Maintenance, 11.1% Key Senior Hires, and 7.9% Wefunder fee and related offering expenses. Management intends to allocate proceeds as described but may adjust priorities based on market conditions, operational needs, and other factors outside its control.

If we raise: **$124,000**

Use of Proceeds: If the maximum offering amount is raised, including any oversubscriptions, Food for Health® llc expects to use proceeds approximately as follows: 32% Expanded Sales and Channel Partnerships, 23% App Technology and Infrastructure Scaling, 13% Patent Protection and IP Portfolio Expansion, 13% Senior and Operational Hiring, 11.1% Clinical Data and Expert Panel Expansion, and 7.9% Wefunder fee and related offering expenses. Management expects to deploy oversubscription proceeds toward growth initiatives but may reallocate among categories as business conditions and opportunities evolve.

DELIVERY & CANCELLATIONS

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

Book Entry and Investment in the Co-Issuer. Investors will make their investments by investing in interests issued by one or more co-issuers, each of which is a special purpose vehicle ("SPV"). The SPV will invest all amounts it receives from investors in securities issued by the Company. Interests issued to investors by the SPV 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 the SPV. In addition, investors' interests in the investments will be recorded in each investor's "Portfolio" page on the Wefunder platform. All references in this Form C to an Investor's investment in the Company (or similar phrases) should be interpreted to include investments in a SPV.

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 identified in the offering materials, it may close the offering early if it provides notice about the new offering deadline at least five business days prior to such new offering deadline.

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 cancelled, the reason for the cancellation, and the refund amount that the investor is required to receive. 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: $7,600,000.00 pre-money valuation

See exact security attached as Appendix B, Investor Contracts

Food for Health, LLC is offering through the SPV up to 155,000 non-voting Equity Units, at a standard purchase price of $1.00 per Unit and a discounted purchase price of $0.80 per Unit for eligible investments, subject in all cases to the $124,000 maximum offering amount.

Investors in the first $40,000.00 of the offering will receive units at a purchase price of $0.80, reflecting a $6,840,000.00 pre-money valuation. Wefunder VIP investors will be entitled to these terms for the entire duration of the offering, even if the threshold limit noted above is met.

The campaign maximum is $124,000.00 and the campaign minimum is $50,000.00.

VIP Bonus: Food for Health® llc will offer a discount to the normal terms listed in this Form C for all investments that are committed by investors who are part of Wefunder, Inc's VIP program. This means eligible Wefunder investors will receive a discount for any securities they purchased in this offering. For more specific details on the company's discount, please review the description of the terms above.

The discount is only valid until the offering closes. Investors eligible for the bonus will also receive priority if they are on a waitlist to invest and the company exceeds its maximum funding goal. They will be given the first opportunity to invest if space in the offering becomes available due to the cancellation or failure of previous investments.

Securities Issued by the SPV Instead of issuing its securities directly to investors, the Company has decided to issue its securities to the SPV, which will then issue interests in the SPV to investors. The SPV is formed concurrently with the filing of the Form C. Given this, the SPV does not have any financials to report. The SPV is managed by Wefunder Admin, LLC and is a co-issuer with the Company of the securities being offered in this offering. The Company's use of the SPV is intended to allow investors in the SPV to achieve the same economic exposure and ability to assert State and Federal law rights, and receive the same disclosures, as if they had invested directly in the Company, subject to the non-voting terms of the underlying Equity Units and the terms of the SPV governing documents.

The SPV has been organized and will be operated for the sole purpose of directly acquiring, holding and disposing of the Company's securities, will not borrow money and will use all of the proceeds from the sale of its securities solely to purchase a single class of securities of the Company. As a result, an investor investing in the Company through the SPV will have the same relationship to the Company's securities, in terms of number, denomination, type and rights, as if the investor invested directly in the Company.

Voting Rights If the securities offered by the Company and those offered by the SPV have voting rights, those voting rights may be exercised by the investor or his or her proxy. The applicable proxy is the Lead Investor, if the Proxy (described below) is in effect. The underlying Equity Units offered in this offering do not have voting rights. Any voting or consent rights held at the SPV level are governed exclusively by the SPV agreements and do not create voting rights with respect to the Company's non-voting Equity Units.

Proxy to the Lead Investor The SPV securities may include limited voting or consent rights under the SPV governing documents; however, the underlying Equity Units of the Company are non-voting. With respect to those voting rights, the investor and his, her, or its transferees or assignees (collectively, the "Investor"), through a power of attorney granted by Investor in the Investor Agreement, has appointed or will appoint the Lead Investor 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: (i) vote all securities related to the Company purchased in an offering hosted by Wefunder Portal, and (ii) execute, in connection with such voting power, any instrument or document that the Lead Investor determines is necessary and appropriate in the exercise of his or her authority. Such Proxy will be irrevocable by the Investor unless and until a successor lead investor ("Replacement Lead Investor") takes the place of the Lead Investor. Upon notice that a Replacement Lead Investor has taken the place of the Lead Investor, the Investor will have five (5) calendar days to revoke the Proxy. If the Proxy is not revoked within the 5-day time

period, it shall remain in effect.

Restriction on Transferability The SPV securities are subject to restrictions on transfer, as set forth in the Subscription Agreement and the Limited Liability Company Agreement of Wefunder SPV, LLC, and may not be transferred without the prior approval of the Company, on behalf of the SPV.

14. Do the securities offered have voting rights?

- ☐ Yes
- ☑ No

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

See the above description of the Proxy to the Lead Investor.

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.

Pursuant to authorization in the Investor Agreement between each Investor and Wefunder Portal,

Wefunder Portal is authorized to take the following actions with respect to the investment contract between the Company and an investor:

Wefunder Portal may amend the terms of an investment contract, provided that the amended terms are more favorable to the investor than the original terms; and

Wefunder Portal may reduce the amount of an investor's investment if the reason for the reduction is that the Company's offering is oversubscribed.

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.

NOTE: The term "accredited investor" means any person who comes within any of the categories set forth 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	Authorized	Outstanding	Voting rights
Profits Interest Units (Non Voting)	3,126,746	2,957,123	☐
Purchased Equity Units (Voting)	3,532,877	3,532,877	☑
Founder Equity Units (Voting)	1,110,000	1,110,000	☑
Secured Convertible Loan (Voting)	640002		☑
Equity Units		4626377	☑
Voting Units		4626377	☑
Profits Interest units		3126746	☐
Convertible Debenture		640002	☑

Class of Security	Total Pool
Warrants	None
Options	None

Describe any other rights:

1. Equity Units have a monetary value per unit with no voting rights;

2. Voting Units have one vote per unit and no capital value.

3. Profits Interest Units are issued with a Capital Account Balance equal to the value of Equity Units on the day that the Profits Interest Award Agreement is executed, and have no voting rights.

4. Voting units are only issued for cash/equivalent investments and to (fiduciary) Board Members in consideration of Board service;

5. Any amount or all of the Secured Convertible Debenture plus accrued and unpaid interest can be converted at the lesser of 80% of the Equity Unit price on the day of conversion or $0.80 at option of the Holder.

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

The holders of a majority-in-interest of 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 outstanding options or warrants are exercised, or 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 not reflected above between the securities being offered and each other class of security of the issuer?

No.

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 unitholders** may make decisions with which the Investor disagrees, or that negatively affect the value of the Investor's securities in the Company, and the Investor will have no recourse to change these decisions. The Investor's interests may conflict with those of other investors, and there is no guarantee that the Company will develop in a way that is optimal for or advantageous to the Investor.

For example, **the unitholders** may change the terms of the operating agreement 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 unitholders** 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 negatively 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 with respect to any decisions regarding the securities he or she owns.

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 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 units, an Investor's interest will typically also be diluted.

Certain repurchase, redemption, withdrawal, transfer, or compulsory-transfer rights, if any, are governed by the Company's Member Control Agreement and applicable law. Any exercise of such rights could reduce the Company's available cash, affect its capital structure, or otherwise adversely affect the Company and the value of an Investor's interest.

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 evaluation. 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 units that take into account factors such as the following:

- unrelated third party valuations of our common units;
- the price at which we sell other securities, such as convertible debt or preferred units, in light of the rights, preferences and privileges of our those securities relative to those of our common units;
- our results of operations, financial position and capital resources;
- current business conditions and projections;
- the lack of marketability of our common units;
- the hiring of key personnel and the experience of our management;
- the introduction of new products;
- the risk inherent in the development and expansion of our products;
- our stage of development and material risks related to our business;
- 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;
- industry trends and competitive environment;
- trends in consumer spending, including consumer confidence;
- overall economic indicators, including gross domestic product, employment, inflation and interest rates; and
- 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 many factors outside the control of the Investor. The Company will be managed by its officers and be governed in accordance with the strategic direction and decision-making of its Management, and the Investor will have no independent right to name or remove an officer or member of the Management 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 unitholders, 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 or no ability to influence a potential sale of the Company or a substantial portion of its assets. Thus, the Investor will rely upon the executive management of the Company to manage the Company so as to maximize value for unitholders. 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. If the Management 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.

Transactions with related parties. 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 of the Company will be guided by their good faith judgement 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 will be in all cases consistent with the duties of the management of the Company to its unitholders. By acquiring an interest 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: Adam G. Southam
Amount: $194,108.00
Outstanding principal plus interest: $194,108.00 as of 11/25/2026
Interest rate: 8.0% per annum
Maturity date: 12/31/2027
Second Secured Note | Adam G. Southam Revolving Private Line of Credit to $250,000 Balance $194,108 as at 10-28-2026

Related party
Name: Adam G. Southam
Relationship: Founder, Shareholder, Officer, Director
Amount: $194,108.00

Loan
Amount: $2,409.00
Outstanding principal plus interest: $2,409.00 as of 11/25/2026
Interest rate: 8.0% per annum
Maturity date: 12/31/2026
Promissory Note | Lender - J. Marie Fieger Balance $2,408 as at 10-28-2026

Loan
Amount: $7,632.00
Outstanding principal plus interest: $7,632.00 as of 11/25/2026
Interest rate: 8.0% per annum
Maturity date: 12/31/2026
Promissory Note | Lender - Robert Keuler Balance $7,632 as at 10-28-2026

Loan
Amount: $24,802.00
Outstanding principal plus interest: $24,802.00 as of 11/25/2026
Interest rate: 8.0% per annum
Maturity date: 12/31/2027
Promissory Note | Lender - Colleen (Kittie) Fahey Balance $24,802 as at 10-28-2026

Loan
Lender: Kevin G. Kruse
Amount: $33,037.00
Outstanding principal plus interest: $33,037.00 as of 11/25/2026
Interest rate: 8.0% per annum
Maturity date: 12/31/2027

Promissory Note | Lender - Kevin Kruse Balance $33,037 as at 10-28-2026

Related party
Name: Kevin G. Kruse
Relationship: Shareholder
Amount: $33,037.00

Loan
Amount: $9,490.00
Outstanding principal plus interest: $9,490.00 as of 11/25/2026
Interest rate: 8.0% per annum
Maturity date: 12/31/2027
Promissory Note | Lender - J. Marie Fieger Balance $9,490 as at 10-28-2026

Loan
Amount: $44,331.00
Outstanding principal plus interest: $44,331.00 as of 11/25/2026
Interest rate: 8.0% per annum
Maturity date: 12/31/2027
Promissory Note | Lender - Jason Peterson Balance $44,331 as at 10-28-2026

Convertible Note
Amount: $513,868.00
Outstanding principal plus interest: $513,868.00 as of 11/25/2026
Interest rate: 8.0% per annum
Maturity date: 12/31/2027
First Secured Convertible Debenture | Marshall Wyant Limited Original Note $644,002. Balance $513,868 as at 10-28-2026 (not including interest) Note converts to an equal number of Equity Units and Voting Units at the lower of the then Unit Price or One Dollar less a 20% conversion discount. MN UCC Filed

INSTRUCTION TO QUESTION 24: name the creditor, amount owed, interest rate, maturity date, and any other material terms.

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

Offering date	Exemption	Security type	Amount sold	Use of proceeds
8/2024	Regulation D	Convertible Note	$513,868	General operations
10/2024	Regulation D	Priced Round	$3,000,000	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)(6) 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 had or is to have a direct or indirect material interest:

1. any director or officer of the issuer;
2. any person who is, 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 voting power;
3. if the issuer was incorporated or organized within the past three years, any promoter of the issuer;
4. or any immediate family member of any of the foregoing persons.

☑ Yes
☐ No

For each transaction specify the person, relationship to issuer, nature of interest in transaction, and amount of interest.

Name: Adam G. Southam
Amount Invested: $194,108.00
Transaction type: Loan
Interest rate: 8.0% per annum
Maturity date: 12/31/2027
Outstanding: Yes
Relationship: Founder, Shareholder, Officer, Director

Name: Kevin G. Kruse
Amount Invested: $33,037.00
Transaction type: Loan
Interest rate: 8.0% per annum
Maturity date: 12/31/2027
Outstanding: Yes
Relationship: Shareholder

FINANCIAL CONDITION OF THE ISSUER

27. Does the issuer have an operating history?

Yes

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

Overview of the Business and Financial Condition

Food for Health® is the pioneer of digital food-as-medicine and created the Clinical Nutrition Operating System in 2011. It calculates how each food impacts each person's health. Our patented Efficacy Engine® synthesizes peer-reviewed clinical evidence with each person's health and wellness factors and preferences to produce Personalized Food Outcome Calculations™, a singular clinical determination unique to each person. Delivered through scalable B2B SaaS, white-label and enterprise platform solutions, we provide healthier alternatives, actionable insights and measurable outcomes with speed, simplicity, clarity and scientific certainty across grocery, clinical, payer, provider, employee benefits, sports and enterprise markets.

We are an early-stage company and have incurred operating losses and negative cash flows from operations since inception. We expect to continue to incur operating losses in the near term.

As of November 25, 2026, we had cash and cash equivalents of approximately $50,465.

Our ability to continue operations is dependent on managing our expenses and, if necessary, obtaining additional financing.

This discussion should be read in conjunction with the financial statements and related notes included in this offering statement.

Business and Operating Uncertainty

Our business operates in an environment subject to various risks, uncertainties, and changing conditions, which makes it difficult to evaluate our business, financial condition, and prospects and may limit the comparability of our results of operations from period to period.

Financial Condition

As of December 31, 2025, our total assets were $2,943,392.68 and our current and non-current liabilities, as reflected in available financial statement fields, were $1,330,274.66.

Our financial statements reflect an early-stage company with limited operating history. Investors should not place undue reliance on historical financial information given the company's limited operating history and the likelihood that future results will differ from historical results.

Liquidity and Capital Resources

As of December 31, 2025, we had cash and cash equivalents of approximately $52,914.44.

Based on our current operations, we have a monthly net cash burn of approximately $6,000.

Our monthly net cash burn or profit may vary significantly from month to month due to the timing of receipts and expenditures and other short-term factors. As a result, period-to-period comparisons may not be meaningful.

Based on our current plan, we expect to have sufficient cash to fund operations for at least the next 12 months.

Our historical operations have been funded primarily through external financing.

Liquidity Assumptions

Our assessment of our liquidity and ability to fund operations is not a projection and is based on current assumptions regarding operating expenses, cash requirements, and capital needs. These assumptions may change, and actual results may differ materially due to changes in operating conditions, timing of receipts and payments, and other factors.

Dependence on Additional Financing

There can be no assurance that additional financing will be available on acceptable terms, or at all. If we are unable to raise additional capital when needed, we may be required to materially reduce or suspend operations.

Indebtedness and Capital Structure

As of the date of this offering statement, we had total outstanding indebtedness consisting of the loans and convertible indebtedness described in Item 24, with stated outstanding principal and interest totaling approximately $829,677 as of November 23, 2026, subject to reconciliation to the Company's books and the underlying loan documents. The obligations generally bear interest at 8% per annum and mature on December 31, 2026 or December 31, 2027, as specified in Item 24. Certain obligations are related-party obligations.

(For the avoidance of doubt, SAFEs are not treated as indebtedness.)

During the past three years, we have conducted exempt offerings, resulting in the issuance of securities in aggregate amounts of approximately $4,040,245.

Known Trends, Events, and Uncertainties

Management is not currently aware of any known trends, events, or uncertainties that are reasonably likely to have a material adverse effect on our financial condition or results of operations over the next 12 months, other than the Company's continuing operating losses, need for additional financing, commercialization and customer-adoption risks, competitive and regulatory developments, technology and data dependencies, and the other matters described in the Risk Factors and elsewhere in this Form C.

The absence of a discussion of any particular trend, event, or uncertainty should not be interpreted to mean that such matters do not exist; rather, it reflects management's judgment based on information currently available.

Changes Since the Date of the Financial Statements

There have been no material changes in our operations or financial condition since the date of the financial statements included in this offering.

Impact of This Offering

The proceeds from this offering are expected to be used for working capital and general corporate purposes, including sales and channel activation, technology and infrastructure scaling, patent protection and intellectual-property maintenance, clinical-data and expert-panel expansion, senior and operational hiring, and Wefunder fees and related offering expenses, in the allocations described in Item 10. The timing and extent of our use of proceeds will depend on the amount of proceeds raised and future operating conditions. Additional detail regarding our planned use of proceeds is provided in Item 10 of this Form C.

There can be no assurance that the proceeds of this offering will be sufficient to fund our operations or achieve our business objectives.

Certain information relevant to understanding our financial condition and liquidity is presented elsewhere in this offering statement, including in the financial statements, related notes, and the sections describing indebtedness and prior financings.

Forward-Looking Statements

This discussion contains forward-looking statements that are based on management's current expectations and assumptions. Actual results may differ materially from those expressed or implied by these statements.

FINANCIAL INFORMATION

29. Include financial statements covering the two most recently completed fiscal years or the period(s) since inception, if shorter:

Refer to Appendix C, Financial Statements.

I, Adam Gyles Southam, certify that:

(1) the financial statements of Food for Health, LLC included in this Form are true and complete in all material respects; and

(2) the tax return information of Food for Health, LLC included in this Form reflects accurately the information reported on the tax return for Food for Health, LLC filed for the most recently completed fiscal year.

Adam Gyles Southam

Adam Gyles Southam
Founder/CEO

STAKEHOLDER ELIGIBILITY

30. With respect to the issuer, any predecessor of the issuer, any affiliated issuer, any director, officer, general partner or managing member of the issuer, any beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, any promoter connected with the issuer in any capacity at the time of such sale, any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with such sale of securities, or any general partner, director, officer or managing member of any such solicitor, prior to May 16, 2016:

(1) Has any such person been convicted, within 10 years (or five years, in the case of issuers, their predecessors and affiliated issuers) before the filing of this offering statement, of any felony or misdemeanor:

i. in connection with the purchase or sale of any security? ☐ Yes ☑ No

ii. involving the making of any false filing with the Commission? ☐ Yes ☑ No

iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? ☐ Yes ☑ No

(2) Is any such person subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before the filing of the information required by Section 4A(b) of the Securities Act that, at the time of filing of this offering statement, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:

i. in connection with the purchase or sale of any security? ☐ Yes ☑ No

ii. involving the making of any false filing with the Commission? ☐ Yes ☑ No

iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? ☐ Yes ☑ No

(3) Is any such person subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:

i. at the time of the filing of this offering statement bars the person from:

A. association with an entity regulated by such commission, authority, agency or officer? ☐ Yes ☑ No

B. engaging in the business of securities, insurance or banking? ☐ Yes ☑ No

C. engaging in savings association or credit union activities? ☐ Yes ☑ No

ii. constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct and for which the order was entered within the 10-year period ending on the date of the filing of this offering statement? ☐ Yes ☑ No

(4) Is any such person subject to an order of the Commission entered pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act of 1940 that, at the time of the filing of this offering statement:

i. suspends or revokes such person's registration as a broker, dealer, municipal securities dealer, investment adviser or funding portal? ☐ Yes ☑ No

ii. places limitations on the activities, functions or operations of such person? ☐ Yes ☑ No

iii. bars such person from being associated with any entity or from participating in the offering of any penny stock? ☐ Yes ☑ No

(5) Is any such person subject to any order of the Commission entered within five years before the filing of this offering statement that, at the time of the filing of this offering statement, orders the person to cease and desist from committing or causing a violation or future violation of:

i. any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Investment Advisers Act of 1940 or any other rule or regulation thereunder? ☐ Yes ☑ No

ii. Section 5 of the Securities Act? ☐ Yes ☑ No

(6) Is any such person suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade? ☐ Yes ☑ No

(7) Has any such person filed (as a registrant or issuer), or was any such person or was any such person named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before the filing of this offering statement, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is any such person, at the time of such filing, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued? ☐ Yes ☑ No

(8) Is any such person subject to a United States Postal Service false representation order entered within five years before the filing of the information required by Section 4A(b) of the Securities Act, or is any such person, at the time of filing of this offering statement, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations? ☐ Yes ☑ No

If you would have answered "Yes" to any of these questions had the conviction, order, judgment, decree, suspension, expulsion or bar occurred or been issued after May 16, 2016, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

OTHER MATERIAL INFORMATION

31. In addition to the information expressly 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 light of the circumstances under which they are made, not misleading.

The Lead Investor. As described above, each Investor that has entered into the Investor Agreement will grant a power of attorney to make voting decisions on behalf of that Investor to the Lead Investor (the "Proxy"). The Proxy is irrevocable unless and until a Successor Lead Investor takes the place of the Lead Investor, in which case, the Investor has a five (5) calendar day period to revoke the Proxy. Pursuant to the Proxy, the Lead Investor or his or her successor will make voting decisions and take any other actions in connection with the voting on Investors' behalf.

The Lead Investor is an individual that is chosen to act in the role of Lead Investor on behalf of Investors that have a Proxy in effect. The Lead Investor will be chosen by the Company and approved by Wefunder Inc. and the identity of the initial Lead Investor will be disclosed to Investors before Investors make a final investment decision to purchase the securities related to the Company.

The Lead Investor can quit at any time or can be removed by Wefunder Inc. for cause or pursuant to a vote of investors as detailed in the Lead Investor Agreement. In the event the Lead Investor quits or is removed, the Company will choose a Successor Lead Investor who must be approved by Wefunder Inc. The identity of the Successor Lead Investor will be disclosed to Investors, and those that have a Proxy in effect can choose to either leave such Proxy in place or revoke such Proxy during a 5-day period beginning with notice of the replacement of the Lead Investor.

The Lead Investor will not receive any compensation for his or her services to the SPV. The Lead Investor may receive compensation if, in the future, Wefunder Advisors LLC forms a fund ("Fund") for accredited investors for the purpose of investing in a non-Regulation Crowdfunding offering of the Company. In such circumstances, the Lead Investor may act as a portfolio manager for that Fund (and as a supervised person of Wefunder Advisors) and may be compensated through that role.

Although the Lead Investor may act in multiple roles with respect to the Company's offerings and may potentially be compensated for some of its services, the Lead Investor's goal is to maximize the value of the Company and therefore maximize the value of securities issued by or related to the Company. As a result, the Lead Investor's interests should always be aligned with those of Investors. It is, however, possible that in some limited circumstances the Lead Investor's interests could diverge from the interests of Investors, as discussed in section 8 above.

Investors that wish to purchase securities related to the Company through Wefunder Portal must agree to give the Proxy described above to the Lead Investor, provided that if the Lead Investor is replaced, the Investor will have a 5-day period during which he or she may revoke the Proxy. If the Proxy is not revoked during this 5-day period, it will remain in effect.

Tax Filings. In order to complete necessary tax filings, the SPV is required to include information about each investor who holds an interest in the SPV, including each investor's taxpayer identification number ("TIN") (e.g., social security number or employer identification number). To the extent they have not already done so, each investor will be required to provide their TIN within the earlier of (i) two (2) years of making their investment or (ii) twenty (20) days prior to the date of any distribution from the SPV. If an investor does not provide their TIN within this time, the SPV reserves the right to withhold from any proceeds otherwise payable to the Investor an amount necessary for the SPV to satisfy its tax withholding obligations as well as the SPV's reasonable estimation of any penalties that may be charged by the IRS or other relevant authority as a result of the investor's failure to provide their TIN. If applicable, the Company may also be required to pay Wefunder certain fees for the preparation of tax filings. Such fees and the Company's obligation to deliver required tax documents are further specified in the related Tax Services Agreement ("TSA").

Investors should carefully review the terms of the SPV Subscription Agreement for additional information about tax filings.

Potential Dissolution of the SPV. The Company has agreed that it will pay an administrative fee and / or certain tax fees to Wefunder, in addition to delivering required tax information in the manner prescribed by the TSA, where applicable. Failure to pay such fees or provide Wefunder with required tax information could result in the dissolution of the SPV (an "SPV Dissolution Event"). Subsequent to an SPV Dissolution Event, the securities held by the SPV would be distributed directly and proportionally to the individual investors. This could create administrative complexities, as investors would need to manage the securities themselves rather than having them held and administered by the SPV. Additionally, the unplanned distribution of securities may not align with investors' intended investment strategy or asset allocation.

Upon an SPV Dissolution Event, the Investor hereby consents to and agrees to accept direct assignment of the SPV's rights and obligations under any investment agreements between the SPV and the Company that is located in the Form C or C/A offering materials. The Investor acknowledges they will be bound by all terms and conditions of such agreements as if they were an original party thereto.

The term "Director" is synonymous in this Form C with Governor. The term "shareholder" is synonymous in this Form C with unitholder. Any terms contained herein that have a prescribed meaning within the legal construct of a corporation refer, where the context requires, to the corresponding position, interest, or concept applicable to a limited liability company; provided that this interpretive statement does not alter the rights established by the Company's organizational documents, the offered securities, the SPV documents, or applicable law.

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:

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:

https://ffh.app/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; or
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

- Food for Health, LLC Subscription Agreement
- Early Bird Food for Health, LLC Subscription Agreement (EB)
- SPV Subscription Agreement
- SPV Subscription Agreement - Early Bird

Appendix C: Financial Statements

- Financials 1

Appendix D: Director & Officer Work History

- Adam Gyles Southam
- Rich Howard

Appendix E: Supporting Documents

- ttw_merged_comms
- Attachment #25296
- Series Appendix — Food for Health I
- Series Appendix — Food for Health I (Early Bird)
- Wefunder SPV, LLC Agreement
- Add new Form C attachment (admin only)

Signatures

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

The issuer certifies that it has established means to keep accurate records of the holders of the securities it would offer and sell through the intermediary's platform.

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

- Food for Health, LLC Subscription Agreement
- Early Bird Food for Health, LLC Subscription Agreement (EB)
- SPV Subscription Agreement
- SPV Subscription Agreement - Early Bird

Appendix C: Financial Statements

- Financials 1

Appendix D: Director & Officer Work History

- Adam Gyles Southam

Rich Howard

Appendix E: Supporting Documents

ttw_merged_comms

Attachment #25296

Series Appendix — Food for Health I

Series Appendix — Food for Health I (Early Bird)

Wefunder SPV, LLC Agreement

Wefunder Portal will review the information you provide before we agree to submit a Form C to the SEC. Our review is designed to assess whether the information you have provided is complete and not inaccurate, misleading or otherwise fraudulent. Despite our review, the company submitting this Form C may be held responsible for all information provided through it, and for ensuring that the information it submits is not false or misleading in any material way and does not omit any information that would cause the information included to be false or misleading. By submitting your Form C to us, you acknowledge this. You also agree to provide any additional information or clarification we may request from you so that the Form C we submit on your behalf, in our reasonable, good faith review, does not contain incorrect information. Wefunder Portal will not submit a Form C that we believe, in our sole discretion, omits material information or contains false or misleading information. As a result, there is no guarantee that we will submit a Form C on your behalf.

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

The issuer certifies that it has established means to keep accurate records of the holders of the securities it would offer and sell through the Form C.

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.

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, any future non-material Form C-A, any future Form C-U, and any future Form C-W 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.

Before you click on the button below, please review the information you have provided carefully.

We strongly recommend you have your company's lawyer review the information as well. The company submitting this Form C is responsible for all information provided through it, and for ensuring that the information it submits is not false or misleading in any material way and does not omit any information that would cause the information included to be false or misleading.

☑ I verify the Form C is 100% accurate

☑ I agree to the Wefunder Listing Agreement

☑ I agree to Wefunder Tax Service Agreement

☑ I agree to the Investor Representative Proxy Agreement

☑ I agree to the Rule 3a-9 Undertakings Agreement

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.

Food for Health, LLC

By

Adam G. Southam

CEO

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.

Adam G. Southam

CEO

11/25/2026

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.

Invite Others to Sign

Rich Howard
rich@ffh.app

INVITE

WEFUNDER READY TO SUBMIT FORM C TO SEC

I MADE A MISTAKE, LET ME EDIT FORM C

Wefunder means Wefunder Inc and its subsidiaries: Wefunder Advisors LLC, Capitalize Advisors LLC, and Wefunder Portal LLC. This page is hosted by Wefunder Inc.

Wefunder Portal LLC is a member of the Financial Industry Regulatory Authority (FINRA). Wefunder Portal LLC is located in Gun Barrel City, Texas.

Investing is risky. You could lose all your money. Only invest what you can afford to lose. Most investments are hard to sell, and there's no promise you'll get your money back or make a profit. Wefunder does not offer investment advice. Do your own research.

Important Disclosures Terms Privacy Cookies Your Privacy Choices