

Form C

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Name of issuer:

Solstice, Inc.

Legal status of issuer:

Form: Corporation
Jurisdiction of incorporation/organization: DE
Date of organization: 10/4/2018

Physical address of issuer:

701 Carlson Parkway
Suite 210
Minnetonka MN 55345

Website of issuer:

solstice.io

Name of intermediary through which the offering will be conducted:

Wefunda Portal LLC

CIK number of intermediary:

0001970254

CIK file number of intermediary:

007-00133

CRD number of intermediary:

283533

An oral or written contract to purchase the securities, when used as a result of a percentage of the offering amount, or a good faith estimate of the exact amount to not exceed 5% of the offering, for conducting the offering, including the amount of referral and any other fees associated with the offering.

75% of the offering amount upon a successful financing, and is entitled to reimbursement for out-of-pocket third party expenses to pass on to the issuer in connection with the offering.

Any other fees or interests owed to the issuer held by the intermediary, or any arrangement for the intermediary to agree to such an interest.

No

Type of security offered:

Common Stock
 Preferred Stock
 Debt
 Other

Does the issuer use the security offered:

Simple Agreement for Future Equity (SAFE)

Target number of securities to be offered:

50,000

Price:

\$1.000000

Method for determining price:

Pro-rated portion of the total principal value of \$50,000 interests will be sold in increments of \$1, each investment is convertible to one share of stock as described under item 13.

Target offering amount:

\$50,000.00

Over-subscription protection:

Yes
 No

If yes, describe how over-subscriptions will be allocated:

Pro-rata basis
 First-come, first-served basis
 Other

How are shares from over-subscription will be allocated:

As determined by the issuer

Maximum offering amount (10% cap floor for total offering amount):

\$1,024,916

Deadline to reach the target offering amount:

4/30/2027

NOTE: If the sum of the maximum 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:

12

	Most recent fiscal year ended:	Prior fiscal year ended:
Total assets:	\$2,900,031.00	\$6,260,072.00
Cash & cash equivalents:	\$364,266.00	\$9,970,752.00
Accounts receivable:	\$57,358.00	\$768,835.00
Current liabilities:	\$12,151,610.00	\$1,780,048.00
Non-current liabilities:	\$1,547,722.00	\$167,820.00
Revenue/Sales:	\$2,138,770.00	\$9,271,422.00
Cost of goods sold:	\$76,670.00	\$1,447,665.00
Operating:	\$200	\$100
Net income:	(\$5,072,487.00)	(\$7,992,695.00)

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

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

Offering Statement

Respond to each question in each paragraph of this part. Set both 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. The question or series of questions in response to the response to match it elsewhere in the Form, either state that it is impossible to 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, in fact, occur within the forecasted 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

Name of issuer:

Solstice, Inc.

COMPANY ELIGIBILITY

Check if it has a country code, 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 requirements for the reports pursuant to Section 15 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 held liable solely on the exemption under Section 4(a)(3) of the Securities Act as a result of a de facto Relation specified in Rule 601(c) of Regulation D notwithstanding.
- Has filed with the Commission and provided to investors, to the extent required, the reporting annual reports and, by registration Docketing during the two years immediately preceding the filing of this offering statement, for each 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 unaffiliated company or companies.

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)(2) of the Securities Act.

3. Has the issuer or any of its predecessors previously failed to comply with the offering reporting requirements of Rule 136(a) or 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	Has Served as Director	Year Joined as Director
Joseph Jack Schioppa	CFO	Soliton, Inc.	2016
Bartlett Bergmann	COO	Soliton, Inc.	2016
Jacques Kelly Neuzhan	Managing Partner	Horley Ventures	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	Position Held	Year Joined
Joseph Jack Schioppa	CEO	2016
Bartlett Bergmann	COO	2016
Sebastian Brent Woyner	Chief of Staff	2021

For three years of business experience, refer to Appendix D, Director & Officer Work History.

INSTRUCTION TO QUESTION 5: For purposes of this Question 5, the term officer means any director, vice president, secretary, treasurer or principal financial officer, comparable or principal operating officer, and any person that routinely performs similar functions.

PRINCIPAL SECURITY HOLDERS

6. Provide the name and ownership percentage of each person, as of the most recent practicable date, who is the beneficial owner of 10 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
No principal security holders.	

INSTRUCTION TO QUESTION 6: The above information must be provided as of a date that is no more than 120 days prior to the date of filing of this offering document.

INFORMATION REGARDING VOTING POWER: Includes all securities for which the person 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 any security, or other mechanism, or if the person acts as a member of the board of directors, through corporations or partnerships, or otherwise, in a manner that would cause a person to share or control the voting of the securities (or share in such direction or control) — for example, you should include the holder of a "blanket" power of attorney. This should include an explanation of those circumstances that are not eligible for inclusion under Class B Securities, if any. The calculation of outstanding voting equity securities, through all outstanding options or convertible and all outstanding convertible securities, is assumed.

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: This section will provide our company's business plan to an approved Appendix A to our Form C in PDF format. The submission will include all USA, AEA and "red word" links in an uncolored format. All links will be uncolored.

This access that any information provided by your investor program will be provided to the SEC in response to this question. As a result, your response will be especially likely for securities and on orders in your jurisdiction for the securities of this offering. While you are permitted to provide the information to your business and anticipated business plan. Please review your information 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.

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 make an investment in the issuer speculative or risky:

Uncertain Risk
An investment in the Company (also referred to as "we", "us", or the "Company") involves a high degree of risk and should only be considered by those who can afford the loss of their entire investment. Furthermore, the success of any securities should only be undertaken by persons whose financial resources are sufficient to enable them to individually sustain a liquid investment. Each investor in the Company should research thoroughly any offering before making an investment decision and consider the information provided regarding the Company as well as the following risk factors. In addition to the other information in the Company's Form C, the following risk factors are not intended, and shall not be deemed to be, a complete description of the company's financial and other risks inherent in the investment in the Company.

Our business projections are very preliminary.
Our business projections for the Company will meet its projections. There can be no assurance that the Company will be able to find a sufficient demand for its product or service, that people will buy a better option than its competing product or service, or that we will be able to provide a product or service at a level that allows the Company to generate revenues, make a profit, or grow the business.

Any valuation is difficult to assess.
The value of the offering was established by the Company. Unlike listed companies that are independently valued through market-driven stock prices, the valuation of private companies, especially startups, is difficult to assess, may not be exact, and you may risk overpaying for your investment.

The transferability of the securities you are buying is limited.
You should be prepared to hold this investment for several years or longer. For the 12-month following your investment, there will be restrictions on the securities you purchase. More importantly, there are a limited number of established markets for the resale of these securities. As a result, if you decide to sell these securities in the future, you may not be able to find, or may face difficulty finding, a buyer, and you may have to take a significant discount on the price you do seek to receive. In your investment, the Company may acquire by an existing player in the industry. However, that may never happen or it may happen at a price that results in you losing money on your investment.

Your investment could be illiquid for a long time.
You should be prepared to hold this investment for several years or longer. For the 12-month following your investment, there will be restrictions on how you can sell the securities you receive. More importantly, there are limited established markets for these securities. As a result, if you decide to sell these securities in the future, you may not be able to find a buyer. The Company may be acquired by an existing player in the same or a similar industry. However, that may never happen or it may happen at a price that results in you losing money on this investment.

The Company may undergo a future change that could affect your investment.
The Company may change its business, management or advisory team. If you hold a portion of its principal place of business or production facilities, or other change which may result in a direct effect on your investment. Additionally, the Company may alter its corporate structure through a merger, acquisition, or sale of assets, or other restructuring of its current corporate or legal structure. Should such a future change occur, it would be based on management's review and determination that it is in the best interests of the Company.

Your information rights are limited with limited post-offering disclosures.
The Company may need to disclose certain information about the Company, its business plan, and its financial statements of records, or any other information in this offering. Early-stage companies may be unable to provide only limited information about their business plan and operations because it does not have fully developed operations or a long history to provide more disclosure. The Company is also only obligated to the information annually regarding its business, including financial statements, in contrast to publicly listed companies. Investors will be not entitled to that stock-offering information that is required to be disclosed to them as would be applicable law or regulation, including Regulation CF. Such disclosure generally requires only that the Company make its financial statements available to investors. Investors are generally not entitled to obtain updates or financial information.

Some early-stage companies may lack professional guidance.
Some companies attribute to their success, in part, to the guidance of professional early-stage advisors, consultants, or investors (i.e., angel investors or venture capital firms), advisors, consultants, or investors may play an important role in a company through their resources, contacts, and experience in assisting early-stage companies in assessing their business plans. An early-stage company primarily financed through Regulation Crowdfunding may not have the benefit of such professional investors, which may pose risks to your investment.

If the Company cannot raise sufficient funds, it will not succeed.
Even if the maximum amount is raised, the Company is likely to need additional funds in the future in order to grow, or if it cannot raise those funds for whatever reason, including reasons relating to the Company itself or the broader economy, it may not succeed. If the Company manages to raise only the minimum amount of funds sought, it will have to either raise other sources of funding for some of the planned "out of pocket" use of proceeds.

Terms of a shared investment may adversely impact your investment.
We will likely need to engage in common equity, debt, or preferred stock financings in the future, which may reduce the value of your investment in the Company, reduce or delay our ability to meet our goals and negatively impact operating results. Preferred stock could have senior claims from time to time with such designations, rights, preferences, and limitations as needed to raise

capita). The terms of preferred stock could be more advantageous to those investors than to the holders of common stock or other securities. In addition, if we need to raise more equity capital from the sale of Common Stock, initial purchasers or other investors may negotiate terms that are likely to be more favorable than the terms of your investment, and possibly a lower purchase price per security.

Management's Discretion as to Use of Proceeds

Our success will be substantially dependent upon the discretion and judgment of our management team with respect to the application and allocation of the proceeds of this offering. The Use of Proceeds described below is an estimate based on our current business plan. We, however, may find it necessary or advisable to reallocate portions of the net proceeds reserved for one category to another, and we will have broad discretion in doing so.

Our primary strategic goal is to succeed through equity-based investments in mobile games, meaning we are heavily reliant on maintaining and expanding partnerships with game studios. Key studio partners and these agreements or limit access, our ability to grow and refresh our dataset would be significantly constrained.

Our client roster, while impressive, is concentrated among a handful of major brands like EA, Ubisoft, and DraftKings, with average contract sizes of \$50K. The loss of even one of our major clients could have a disproportionate impact on ARR given our current revenue base.

The Company may never receive a future equity financing or elect to convert the Securities upon such a future financing. In addition, the Company may have a change of liquidity event, such as a sale of the Company or an IPO. In neither the conversion of the Securities nor a liquidity event occurs, the investors could be left holding the Securities in perpetuity. The Securities have no preemptive transfer restrictions and will likely be highly illiquid, with no secondary market on which to sell them. The Securities are of equal seniority and have no ownership rights, have no rights to the Company's assets or profits and have no voting rights or ability to elect the Company or its officers.

Our future success depends on the efforts of a small management team. The loss of services 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.

NOTE: THIS TABLE IS ONLY A GENERAL STATEMENT AND DOES NOT ADVISE YOU THAT OUR OFFERING IS THE RIGHT INVESTMENT FOR YOU. YOU SHOULD CONSULT WITH YOUR FINANCIAL ADVISOR TO DETERMINE IF THIS OFFERING IS APPROPRIATE FOR YOU. NO SPECIFIC AMOUNT OF INVESTMENT IS RECOMMENDED FOR YOU.

The Offering

USE OF FUNDS

8. 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 of the Offering in the manner we 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?

Use of Proceeds: **\$550,000**

Use of Proceeds: **92.1% Sales and Marketing, along with 7.9% Web/under fee**

Use of Proceeds: **\$103,219**

Use of Proceeds: **92.1% Sales and Marketing, along with 7.9% Web/under fee. With our maximum, we'd be able to raise a maximum of \$1,100,000 of term and revenue advanced notes. Aggressively to capture more market share. Will be able to raise a few more resources to work specifically on our term loan under AP/ACP to upon larger unit market account revenue later.**

DISCRETION TO OFFER (2023). An issuer must provide a reasonably detailed description of any proposed offering, such that investors are provided with an adequate amount of information to understand the offering proceeds will be used. If an issuer has a range of possible uses, the issuer should identify and describe all possible uses. It is important for the issuer to consider all possible uses of the proceeds. If the issuer will accept proceeds in excess of the target offering amount, the issuer must describe the purposes and use of the additional proceeds, and the actual use of the proceeds must be identified specifically. Please include all potential uses of the proceeds of the offering, including any that may apply in the case of over-subscription. If you do not do so, you may face legal liability under Form C. The issuer is not responsible for any failure by you to use the proceeds of the offering properly.

DELIVERY & CANCELLATIONS

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

Each E-File and Investor, in the Company's SPV, will make their investments by investing in interests issued by one or more SPVs, each of which is a special purpose vehicle ("SPV"). The SPV will invest all amounts received from investors in the 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 who make the investments will be recorded in such investor's "Portfolio" page on the WebFund 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 (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 notification 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

11. Describe the terms of the securities being offered.

To view a copy of the SAFEs you will purchase, please see Appendix E, Investor Contracts. The main terms of the SAFEs are provided below.

The SAFEs are offering securities in the form of a Simple Agreement for Future Equity ("SAFE"), which provides investors the right to Preferred Stock in the Company ("Preferred Stock"), which will be the Company's primary or a equity offering that provides Preferred Stock, on the attached terms offered to other investors.

Conversion to Preferred Equity. Based on our SAFEs, when we engage in an offering of equity interests involving Preferred Stock, investors will receive a number of shares of Preferred Stock calculated using the method that results in the greater number of Preferred Stock:

1. the total value of the investor's investment, divided by:
 - a. the price of Preferred Stock issued to new investors multiplied by
 2. the discount rate ("DS"), or
2. if the value for the company is more than \$10,000,000.00 (the "Valuation Cap"), the amount invested by the investor divided by the quotient of:
 1. the Valuation Cap divided by
 2. the total amount of the Company's capital invested at that time.

Additional Terms of the Valuation Cap. For purposes of section 10 above, the Company's capitalization calculation as of immediately prior to the Equity Financing (whether double-counting, in each case calculated on an as-converted to Common Stock basis):

- Includes all shares of Common Stock issued and outstanding;
- Includes all Convertible Securities;
- Includes all issued and outstanding Options and (i) Forward Options and (ii) Includes the Un-issued Option Pool, except that: any increase to the Un-issued Option Pool in

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Appendix B: Investor Contracts
 SPV Subscription Agreement
 SAFE (Simp a Agreement for Future Equity)
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Appendix D: Director & Officer Work History
 Bastian Bergmann
 Jackson Reilly Vaughan
 Joseph Jack Schaeppi
 Sebastian Brent Weyer
Appendix E: Supporting Documents

Wefunder Portal will review the information you provide before we agree to submit a Form C to the SEC. Our review is limited 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 409(b) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.200 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, Joseph Wefunder Portal is the company's true and lawful representative and attorney-in-fact, in the company's name, place and stead to make, execute, sign, acknowledge, cover to and file a Form C, any future non-material Form C's, any future Form C's, and any future Form C's on the company's behalf. This power of attorney is complete with no conditions or provisos. The company hereby authorizes any and all signatures that may be obtained to execute, register or assign the actions of Wefunder Portal herein in good faith and/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 the Lead Investor 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 (§ 227.200 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.

Solsten, Inc.

By

Joseph Schaeppi
CEO, Co-Founder

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.200 et seq.), this Form C and Transfer Agent Agreement has been signed by the following persons in the capacities and on the dates indicated.

Joseph Schaeppi

CEO, Co-Founder
4/30/2026

Bastian Bergmann

COO
4/30/2026

This 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.